

1901-028 Chancery Causes: John B. Hill vs. R. C. Brent & Lee Co.

Colson, Resterson, Hoskins, Jennings, Davis, Campbell, Orr,  
Richmond, Nash, Noel, Mays

1 Plat

CA-Debt  
T-Property

-Deed



Virginia,

In the Circuit Court of Lee County.

-----  
To the Hon. W. T. Miller, Judge of said Court:--

-----Humbly complaining, sheweth unto your Honor, your orator, John B. Hill, that on the 1st day of January 1895, one R. C. Brent executed to your orator under the name of J. B. Hill, being one and the same person, his note for the sum of \$727.00 for value received payable one day after date and waiving the homestead exemption, ~~and~~ said note being under seal, and is herewith filed as part hereof marked "A," and no part thereof has been paid. Your orator will further represent and shew unto your Honor that ~~sexth~~ afterwards, to-wit: on the 24th day of January 1895, the said R. C. Brent being then and at the time of the execution of said note seized in fee-simple of certain real estate, lying and being in said county of Lee, and State of Virginia, and in order to secure the payment of said note, he, on the said 24th day of January 1895, ~~xxx~~ together with his wife, ~~Martha~~ ~~Martha~~ Brent, executed to your orator a deed of mortgage conveying to your orator the said real estate, it being an undivided one-half of all the land theretofore belonging to Nancy K. Hurst and willed by her to the said R. C. Brent and John B. Hill, and bounded on the ~~South~~ South by the land of the heirs of Thos. P. Ensor, on the East by the land of R. M. Ely, deceased, on the North by the land of L. M. Hobbs and on the West by the land of J. M. Wheeler, deceased, and also an undivided one-half ~~in~~ interest in another tract of land belonging to said R. C. Brent and Allie Brent, and bounded as follows, to-wit: On the South by the land of L. M. Hobbs, on the East by the lands of R. M. Ely, deceased, and on the North and West by the land of J. M. Wheeler, deceased, all of which is more fully set forth and described in the said deed of mortgage, a copy of which is herewith filed marked "B" and prayed to be taken as part hereof. By an inspection of the said copy of the said deed of mortgage it will be seen that the said note secured thereby was to have been paid on or before the 1st day of January 1897, with interest thereon from the 1st day of January 1895, ~~together with the~~ 'till paid, together with the expense of ~~recording~~ drawing and recording said deed and expense of sale. Your orator will further ~~represent~~ represent and shew unto your Honor that at the time limited and appoint



ed by said deed of ~~marriage~~ mortgage for the payment of said note with interest, costs and expense as aforesaid, to-wit: January 1st 1897, the said R. C. Brent and Marth Brent failed to ~~pay~~ the said note interest, costs and expense, and no part of the same has as yet been paid, and is still due and unpaid to your orator; and your orator is advised that by the failure on the part of said R. C. Brent and wife to make said payment, that said real estate with its appurtenances became vested in your orator. Your orator will further represent and shew unto your Honor that the said R. C. Brent being justly indebted to your orator in another large sum of money, to-wit: in the sum of \$581.18, he, on the 28th day of November 1896, instituted in your Honor's Court his action of debt to recover from said Brent the said sum, and on the same day sued out from the Clerk's Office of said Court an ancillary to said action an attachment against the estate of the said R. C. Brent, and which attachment was, on the same day, at 3 O'clock P. M., by W. P. Weston, S. L. C., levied on the real estate of the said R. C. Brent hereinbefore mentioned, and the said cause coming on to be heard on the --day of March 1897, judgement was rendered therein in favor of your orator for the amount of his said debt interest and ~~re~~ costs, and an order of sale duly made and directed to the said Sheriff for the sale of the said real estate levied on as aforesaid, but the ~~sa~~ said order of sale has not as yet been executed; and the said judgement in said cause and your orator's said mortgage are the only liens on the said real estate. Your orator will further represent and shew unto your Honor that on the 11th day of December 1896, a deed purporting to convey from the said R. C. Brent to A. L. Brent the said real estate together with certain personal property in consideration of the sum of \$1700.00 was recorded in the Clerk's Office of the County Court of said County, said deed bearing date September 11th 1894, and your orator alleges that at the time of the execution to him of the said note and mortgage by the said R. C. Brent and wife he had no knowledge or notice either ~~actual~~ actual or constructive of the existence of the said deed to the said A. L. Brent; and your orator further alleges that the said deed to the said A. L. Brent was voluntary upon the part of the said R. C. Brent, and was <sup>is</sup> without consideration and was in fact executed without the knowledge or consent of the said A. L. Brent and was never delivered.



never delivered to her; and the said deed was made and recorded voluntarily and by direction of the said R. C. Brent, and was so made and recorded for the purpose <sup>and with the intent</sup> of hindering and delaying and defrauding his creditors, both present and subsequent in the collection of their debts and especially your orator, and your orator is advised that said deed is fraudulent and void, and alleges that the same is fraudulent and void. Your orator <sup>will</sup> further represent and shew unto your Honor that there was also on the said 11th day of December 1896, recorded in the said Clerk's Office a deed from the said A. L. Brent and R. C. Brent to W. G. Colson, Trustee, which deed bears date on the 23rd day of November 1896, and purports to have been acknowledged on that day, and to have been executed for the consideration of the sum of \$1250.00 in hand paid to the said A. L. Brent, and \$1.00 and other valuable considerations paid to the said R. C. Brent, and to convey to the said Colson, Trustee, the real estate ~~hereinbefore mentioned~~ hereinbefore mentioned; and your orator is advised and here alleges that this deed was executed with the fraudulent intent of hindering, delaying and defrauding the creditors of the said R. C. Brent, and especially your orator and in fact that no consideration whatever passed between the parties, and that the certificate of acknowledgement of said deed was not correctly dated, and was dated back for a fraudulent purpose, and your orator will in due time prove and show the correct date of the said acknowledgement; your orator is therefore advised and alleges that the said deed is fraudulent and void so far as his rights are concerned. Copies of the said two last mentioned deeds are herewith filed as part hereof marked "D" and "E" respectively; and a copy of the said judgment and order of sale on said attachment is herewith filed as part hereof marked "C."

In tender consideration whereof, and for as much as your orator is remediless in the premises by the strict rules of Common Law and can not have adequate relief except in a Court of Equity, where matters of this kind are properly cognizable and relievable.

To the end therefore that justice may be done in the premises your orator prays that the said R. C. Brent, ~~Martha Brent~~ Martha Brent, A. L. Brent and W. G. Colson, Trustee be made parties defendant to this bill and required to answer the same, but not on oath, that being waived.



ed; that the said R. C. Brent may be decreed to pay the amount of the said mortgage and the interest as aforesaid as shown by the said note and mortgage by a short day to be appointed by this Honorable Court and that in default of such payment the said R. C. Brent and wife and all persons claiming under them may be forever barred and foreclosed of and ~~for~~ from all ~~right~~ right of redemption of in and to the said mortgaged premises, or any part thereof, and that the said premises ~~or~~ or so much thereof as may be necessary be sold to pay said mortgage debt pursuant to the terms of the said mortgage and the amount of the said judgement upon said attachment hereinbefore mentioned and the costs of this suit; and to accomplish said purpose <sup>+</sup> that the said real state may be sold free from any cloud upon the ~~title~~ <sup>^</sup> title thereof, <sup>fraudulent</sup> that the said two deeds recorded December 11th 1896, be declared null and void in so far as the rights of your orator are in any way affected thereby. May proper process be issued and directed against said defendants; and that your orator may have all such further and other and general relief in the premises as the nature of his case may ~~require~~ <sup>seem</sup> require, or to equity shall meet, And your orator will ever pray, etc.

Orn & Blankenship,  
<sup>+</sup>  
 R. H. Smully.  
 P. J.



Peffs costs to June Term 1897

Clerk 1.50  
 Tax 1.50  
 Printer 1.00  
 atty 10.50  
 J.P. 14.34  
 Notaries 3.90  
 Sheriff 1.60  
 Co Clerk 6.00  
 Estimated 6.00  
 69.25

Defts Costs

Clerk 1.10  
 Sheriff .50  
 C.C. 1.30  
 J.P. 4.50  
 Notary P 4.50  
 \$11.90

J.B. Hill

rs. } In Chy. & Bill.

B. C. Brent et als.

11 1st June rules taken the last day in May D. & Co.

1897 1st Sept rules & 2d as to home debts & Ord Pub acts from President & D. & Co.

11 2nd Sept rules & 3rd Compt. & 4th Compt. from D. & Co.

11 1st Oct rules O.P. Compt. & Cause set for hearing.



727.00  
One day after date I promise to pay to the  
order of J. B. Hill Seven hundred and Twenty Seven  
Dollars & 00 cts for Value received and I hereby  
waive the benefit of my homestead and personal  
property Exemptions as to this debt

Witness my hand and seal

This January 1st 1895 R. C. Presley Seal

Witness



R. C. Brent to note  
\$727.<sup>00</sup>/<sub>100</sub> Trust deed  
on his land to cover  
same

R. C. Brent  
Loz date \$727.<sup>00</sup>  
J. B. Hill.

1 | K



Virginia,  
Lee County.

J. B. Hill, Plaintiff

versus

R. C. Brut Defendant

In Chancery.

Your respondents to  
the rule awarded against George Vaubert, <sup>and</sup>  
his son in W. G. Colson, Trustee. J. M. Wheeler <sup>and</sup> William  
Hoskins. The said George Vaubert ~~not~~ being  
<sup>compelled</sup> ~~to appear~~ <sup>to appear</sup> before the Court on this rule, a copy of which <sup>is</sup>  
is filed herewith as a part herof marked exhibit "A."  
in so far as it affects them. The said George Vaubert  
<sup>except by entering his appearance at this term</sup> not being before the Court, answering say that under  
the decree rendered in the above styled cause the  
said B. H. Sewell - Commissioner in said cause  
did on the day of 18 - proceed to  
sell the land as set out & described in the decree  
as mentioned & described in said Commissioner's  
report of sale herein. That said George Vaubert  
became the purchaser of the land therein men-  
tioned as stated in said report of sale.  
That under said decree George Vaubert became  
the purchaser of a one half interest (undivided) in  
the land on the South of the Fincastle road  
as mentioned in said decree.  
That prior to said sale J. B. Hill & R. C. Brut  
claimed to be the exclusive sole owners of  
said land on the South side of said Fincastle  
road; and that R. C. Brut had on the 24<sup>th</sup> day  
of January 1895 - conveyed or mortgaged his one half  
interest in same in connection with other lands <sup>said Hill</sup>  
to secure <sup>him</sup> said Hill in the sum of \$727 - with <sup>implex</sup> Covenant  
of General Warranty.



1 They will further show that at the time of the <sup>sale</sup>  
2 as reported by B. H. Sewell, Commissioner herein. George  
3 Vaubeker became the purchaser of one <sup>half</sup> (undivided)  
4 of all the land on the South of <sup>main</sup> Fincastle  
5 road. and that he purchased same in connection  
6 with the other land then sold. expecting to get a  
7 good title to it all. Containing  $23\frac{1}{2}$  acres  
8 That since the confirmation of your Commissioner's  
9 report herein they have learned that said  
10 land on the South of main Fincastle road did  
11 not then belong to said J. B. Hill or R. C. Brent  
12 although they did claim then to be the owners thereof.  
13 They further will show your honor that they have recently  
14 & not until very recently learned that the  
15 land on the South of <sup>main</sup> Fincastle road at that  
16 time was impressed with a trust. implied  
17 in favor of the heirs of John Hunt. The husband  
18 of Nancy Hunt from whom said J. B. Hill  
19 and R. C. Brent claimed to have derived title  
20 to said land.

21 That the land on the South of main Fincastle road  
22 contains <sup>about</sup>  $23\frac{1}{2}$  acres is the most <sup>valuable</sup> piece of land in  
23 included in said sale. that <sup>on half</sup> the whole of said land  
24 (together with the improvements thereon) is <sup>then</sup> worth  
25 \$875. & that said land is worth much more per  
26 acre than the average <sup>value</sup> per acre of the entire tract  
27 sold.

28 They will further show your honor that at the time of  
29 said sale by your Commissioner herein & before that time  
30 the plaintiff J. B. Hill - publicly & openly claimed title  
31 to said land for himself or R. C. Brent, notwithstanding  
32 he then well knew the fact that said land on



the South of main Fincastle road was not  
his R. C. Brut's notwithstanding the fact that  
he & R. C. Brut then well knew that said land  
was impressed with the implied trust in  
favor of the heir of John Hunt (dec.), husband  
of Nancy Hunt - from whom they claimed to  
derive title - notwithstanding the fact that they <sup>well knew</sup>  
this at & before the time of said sale - they refused  
to disclose said fact to the purchaser George  
Vaubeber & that the failure <sup>by said three</sup> to disclose said  
facts to him then was a fraud upon his rights -  
They will further show your honor that said J. B.  
Hill & R. C. Brut derived title to such land as  
Nancy K. Hunt then owned - by will dated  
day of 189, in their favor -

That said will is not specific in the terms  
thereof as to description - that as he is now has  
recently been informed - the land on the South of  
the Fincastle road is <sup>was</sup> not embraced <sup>by the terms</sup> in said  
will, that this fact was <sup>well</sup> known to J. B. Hill at the  
time of your Commissioner's sale herein notwithstanding  
the fact that he did then know it - he failed to dis-  
close this fact to the purchaser George Vaubeber  
& that his failure to disclose said fact to him at that time  
was a fraud upon the rights of George Vaubeber,  
the purchaser at said decretal sale -

Your respondents further charge that notwithstanding the fact  
that <sup>said J. B. Hill</sup> knew all these facts he never disclosed them to your  
Commissioner - so that he could so inform the prospect-  
ive bidders at said decretal sale that his failure  
to do this <sup>together with the fact that on account of same that your Commissioner did not then so announce</sup> was a fraud upon the rights of said George Van  
beber the purchaser -



Your respondents will show that none of the facts as to the condition of the title of the said land sold at said decedent's sale - was known to these respondents until after the confirmation of your Commissioner's report herein.

They will further show that Nancy K. Hunt died in the year 1891, in Lee County, Va., on the premises known as the Huston place & same being a part of the land sold in your commissioner's sale herein; and that the heir of John Hunt - in whose favor the said trust exists - <sup>of the state of Va.</sup> an now resides, and on claiming the land herein mentioned. There are nine of said heir viz: Leroy, Sam, James, John, Floyd, Abel, Sarah & two others whose names are now unknown to him.

Your respects are of the opinion that the claim  
 of Hunt's is a valid claim that their title  
 to said land is paramount & superior to the  
 claims of all persons what so ever.

Said claims being valid - There would be great deficiency in the quantity of land stated in (your commissioners sale) the contract, of one half of 23 1/2 acres - that to pay off the bal due on the bonds or notes executed to your Commissioner herein - would result in a loss to him of \$875 -

Your respondents are informed that said Nancy K  
Hunt only held a life estate in the land on  
the South side of main Fincastle road as mentioned  
in your commissioner's sale herein. That even that interest  
was never vested to the said J. B. Hill & R. C. Brant



Whenfore premises considered - your respondents ask  
that said John Hunt's heir be made party deft.  
Hunt required to <sup>answer</sup> set up title to said land if any they  
have if <sup>they</sup> not answer after being duly summoned that  
they further stopped from doing so.  
Defts. say that the <sup>plaintiff's</sup> said notes issued on in Jeff's  
original bill herein that the notes or bonds or  
annuities due for the purchase money at said decen-  
tal sale herein have at any time since their ex-  
ecution - ownership by said plaintiff or  
his heirs Com messines herein - been listed with  
the Commissioner of District No. 1 or No 2  
in Lee County - Va. for taxation that District No. 1  
being the district where J. B. Hill Shmed file his  
list or list said notes for taxation that the  
Commissioner in this cause has never listed  
the notes or bonds which he holds for the benefit of  
said Hill as bal. on the purchase price on said  
land for taxation in dist. No. 2 - that being  
the district in which he resides - since their exe-  
cution - that prior to the institution of plaintiff's  
suit herein <sup>defts.</sup> have since learned that the plaintiff  
had never at any time since the execution of said  
notes by said Brent to said Hill - or before the institution  
of this suit or since - listed either of said notes with  
the Commissioner in the district where he the said  
J. B. Hill resides for taxation - that by <sup>his</sup> failure  
to so list said notes notwithstanding he was  
called upon by the Commissioner in said district  
to do so - the plaintiff is not authorized to maintain  
any action either at law or in equity - nor have any  
process issued in connection therewith until he



1 the said plaintiff first shall have so listed  
2 them - they thenfor plead only on this fact in  
3 bar of plaintiffs right to maintain this ac-  
4 tion or have any process issued in connection  
5 therewith.

6 Promises considered defendants ask that they be  
7 allowed an abatement for a deficiency in  
8 amount of land sold - if mistaken as to  
9 plaintiffs right <sup>not</sup> to maintain his action herein on  
10 account of his failure to list for taxation as herein  
11 before stated - in the sum of \$875.<sup>00</sup>/<sub>100</sub>

12 + they further ask for all special <sup>general</sup> relief to which  
13 they may appear entitled in the premises.

14 James Wheeler

15 Wm Horton

16 W. G. Colson Trustee

17 George Van Meter



This answer is excepted to because it sets up  
no legal defense to the rule awarded against  
the respondents. The rule of Caveat emptor  
applies to purchasers at judicial sales, and  
the respondents are in fact mistaken as to the  
condition of the title to the land sold.

And the Commissioner, Sewell, has in fact  
listed the purchase money notes for taxation,  
but this does not concern the purchaser.  
Mr 11th 1901.

B. H. Sewell,

James W. Orr, Jr. Plff.

J. B. Hill

versus

R. C. Brunt

James Wheeler

Wm. Perkins

W. G. Colman (trustee)

George Vanbever

Shuman & Co. Defts.

Filed by leave of the parties  
attys this 1st day of

March 1901

A. B. Munsey Clerk



To the Honorable W. T. Miller, Judge  
of the Circuit Court of Lee County Vir-  
ginia: -

The separate answer of W. G.  
Colson, Trustee, to a bill exhibited against  
him others in this Honorable Court by  
John B. Hill

Respondent, W. G. Colson, Trustee, for  
answer to plaintiff's bill herein, adopts &  
affirms all the statements set out in  
the response of Allie L. Brut to plaintiff's  
bill and makes same a part of his  
response to said bill & further pleading  
denies that on the 24<sup>th</sup> day of January  
1895, his codefendant, R. C. Brut, was the  
owner of the land mentioned in plaintiff's  
bill.

Denies that said R. C. Brut, was then,  
at the time of the execution of mortgage  
mentioned in plaintiff's bill, seized in  
fee-simple of the land described therein  
Denies that at the time of the execution  
of the said note & mortgage to John B. Hill by  
said R. C. Brut & wife, Mr. John B. or J. B. Hill  
had no knowledge or notice either act-  
ual or constructive of said deed's exist-  
ence to A. L. Brut.

Denies that the deed from A. L. Brut  
& R. C. Brut to W. G. Colson, Trustee,



was executed with the fraudulent intent of hindering, delaying or defrauding the creditor of the said R.C. Brunt or especially your orator, plaintiff herein. Denies that in fact no consideration passed between the parties.

Denies that the certificate of the acknowledgement of said deed was not correctly dated or that same was dated back for a fraudulent purpose.

Denies that said deed from A.L. Brunt R.C. Brunt to him was fraudulent + void so far as plaintiffs rights are concerned or at all fraudulent void.

Defendant says that his purchase from A.L. Brunt R.C. Brunt was in good faith + that said deed from them to him was executed in good faith + further your respondent charges that said J. B. Hill had full knowledge of the existence of the deed, dated September 1<sup>st</sup> 1894 by which R.C. Brunt conveyed to A.L. Brunt, the land described in plaintiffs bill - at the time of the execution of the deed in trust <sup>or mortgage</sup> by R.C. Brunt wife to said Hill, orator herein.

Respondent now having answered said bill as fully as he is advised it is material to answer the same <sup>and</sup> here expressly denying every allegation in said bill not heretofore denied, explained or admitted he prays



<sup>100</sup><sub>1</sub> hence dismissed with his costs.

to J. Duran &  
W. G. Coleson for debt



J. B. Hill, Plff.

versus

R. C. Brubaker  
Def't.

Separate Answer of

W. G. Colson, Trustee

Filed in open Court  
and by leave thereof  
November the 8<sup>th</sup>  
1897.

A. B. Munsey clk

(9)



To the honorable W.T. Miller Judge of the Circuit Court  
of Lee County Virginia:

The separate answer of Allie  
L. Brent to a bill exhibited against her and others in this honorable  
Court by John B. Hill.

Respondent knows nothing whatever of the execution and delivery of the  
note mentioned in the bill by her co-defendant R.C. Brent to the said  
complainant, nor does she know anything at all in reference to its just-  
ness, or if the same was executed, and was just whether it has been paid  
or not, therefore she neither admits nor denies said note, and requires  
strict proof of the same. Respondent knows nothing of the execution of  
the deed of trust mentioned in said bill, but she does know that on the  
24th day of January 1895, that her said co-defendant, R.C. Brent, was not  
the owner of the land mentioned in said bill, she therefore denies that  
the said defendant acquired any rights whatever in or to said lands or  
any of them by virtue of said deed of Mortgage.

Respondent denies that by reason of the failure of the said R.C. Brent  
or for any other reason, that the land mentioned in said mortgage became  
vested in said Complainant.

Respondent knows nothing whatever of the institution and prosecution by  
the complainant of a suit against the said R.C. Brent or of the rendition  
of any judgement in his favor, but if such a suit was prosecuted and such  
a judgement rendered, she denies that the same is a lien on the land men-  
tioned in said bill.

Respondent says that it is true that on the 11th day of December 1894  
she had a deed recorded, made and executed to her by her brother the sa-  
id R.C. Brent, by which he conveyed to her the land mentioned in said  
bill, this deed was made to her on the 11th day of September 1894, and  
it is not her fault that it was not recorded sooner, because immediately  
after its execution she sent it to the Clerk's office to be recorded  
and by an inspection of said deed it will be seen that the Clerk marked  
it as filed for record on the \_\_\_ day September 1894, this endorsement, for  
some reason unknown to her has been erased or attempted to be erased,  
this erasure was without her knowledge or consent and in so far as she  
is concerned, utterly without authority. Respondent denies that the said

"R.C. Brent" which will be filed for record in due time - note



complainant is a purchaser of said land in the bill mentioned or mortgagee thereof or even a creditor of the said P.C.Brent without notice of this respondent's claim to said land. Respondent will now show your Honor that on the 11th day of September 1894 her brother the said P.C. Brent conveyed the lands in the bill and proceedings mentioned to her. Said conveyance was partly for a valuable consideration and partly as a gift. He was then indebted to your respondent about \$390.00 or \$400.00 for money theretofore loaned to him. She denies most emphatically that said deed was made and executed for the purpose of hindering, delaying and defrauding the creditors of said P.C.Brent in the collection of their debts. She denies that <sup>the said</sup> P.C.Brent was then indebted to the ~~and~~ <sup>except himself</sup> said complainant or to any one else. It is true that a part of the consideration which moved the said P.C.Brent to convey said land to her, was natural love and affection and she fails to see how any one was injured thereby as her brother at that time owed no debts and he had a right as she is advised to do as he pleased with his own property. No fraud was thereby perpetrated or could have been perpetrated on the complainant as the said P.C.Brent was in no way indebted to him then, even if he is now which she very much doubts, and she avers that the said complainant had full and complete actual notice of the conveyance to her bearing date on the 11th day of September 1894, at the time he took his mortgage or pretended mortgage. Respondent positively denies the allegation in said bill that the deed to her of 11th of September 1894 was without her knowledge or consent. She likewise positively denies the allegation that said ~~bill~~ deed was never delivered to her. On the contrary the deed was made to her after full consultation between her and her brother to repay to her the sums which she had theretofore loaned him and to secure to her this property her brother knowing that she was fatherless and motherless and much more needy than himself. After said deed was executed she directed her brother to deliver it to E.W.P.Ewing and Geo. W.Blankenship to be by them carried to the Clerk's Office for recordation.

Respondent admits that it is true that on the 11th of December 1896 there was recorded a deed from herself and her brother P.C.Brent



to W.G.Colson, Trustee, for said land she denies that this deed was executed with the fraudulent intent of hindering, delaying and defrauding the creditors of the said F.C.Brent or any of them. Said deed was executed by her in good faith and in accordance with a contract theretofore made between her and Mr.Colson by which she sold said land to him.

He paid her down a part of the purchase price and she expects him to pay her every cent of the residue and she knows he will do so unless her cousin, the complainant in this suit defeats her just claim to said land and the proceeds of the sale thereof. She knows nothing whatever of the charge made in said bill was not correctly dated.

Respondent now having answered said bill as fully as she is advised it is material to answer the same and here expresses denying every allegation in said bill not heretofore denied explained or admitted she prays to hence dismissed with her costs

C. T. Dawson &  
W. G. Colson for Def



J. B. Hill, Puff  
versus

R. L. Brink, Defts.

Separate answer of  
Allie L. Brink

---

Filed in open Court  
and by leave thereof  
November 8th 1897  
A. B. Murrey clk

(10)



To the Honorable Judge of the Circuit Court of Lee County Virginia

The separate answer of R.C.Brent to a bill exhibited against him and others in this Honorable Court by John B.Hill.

Respondent saving the benefit of all proper exceptions which may be taken to said bill for its many errors of law and misstatements of facts for answer thereto says that it is true that he made and executed the mortgage and note in the bill mentioned, but at the time he did so he was not the owner of the land or any part of it described in said mortgage. Before that time to-wit: on the 11th day of September 1894, he had for good and valuable consideration, conveyed said land to his sister A.L.Brent. The fact of this conveyance was well known to the plaintiff at the time of the execution of said mortgage.

Respondant denies that he executed said deed for the purpose of hindering, delaying or defrauding his creditors either then existing or in future contemplation. He denies any intention of defrauding the said Complainant, for at that time he did not owe him one cent, nor did not contemplate becoming indebted to him in any way.

Respondent made said deed in good faith to his sister, he was then indebted to her in the sum of between \$390.00, and \$400.00 for money which he before that time borrowed from her, and at the time he made said conveyance he was a single man, with no one dependent upon him, except his only sister the said Allie, and he was desirous of securing her from want and dependence, and as before stated he was not then indebted to any one except the said Allie, and then thought and still thinks he had a right to do with his own as he saw proper. Respondent further says that after the acknowledgement of said deed, at the request of his said sister he delivered said deed to the ~~XXXX~~ E.W.R.Ewing and Geo.W.Blankenship to be by them delivered to the Clerk of the County Court of Lee County to be recorded, that he thought the same was recorded at once, that the said Ewing and Blankenship promised to have it recorded, that said deed has endorsed on it, as of the \_\_\_\_ day of September 1894, "filed for record". This he is advised is equal to and actual spreading upon the deed book, and amounts to constructive notice to the said Hill and every one else that said deed existed and was recorded, but however this



may be, respondent again asserts that said Complainant had full knowledge of the existence of said deed of the 11th of September 1894.

Respondent denies that he has any right or title to said land, he denies that he has any interest in it, he denies that said deed to the said Allie L. Brent was made with any fraudulent intent whatever, he denies that the deed of himself and his sister to W.G. Colson was made for the purpose of hindereing, delaying or defrauding his creditors or any of them, at the time of the making of said last mentioned deed he had no interest whatever in said land and only joined therein at the request of the said Colson. Respondent here again expressly denying all fraud al collusion and all attempts to in anyway hinder or delay the complainant in the collection of his debts he prays to be hence dismissed with his costs.

*C. T. Dunsen*

*W. G. Colson for Deft*



R. C. Bunt

ads  $\frac{1}{2}$  Aug.

John B Hill

---

Filed in open Court  
and by leave thereof  
on Novr the 8<sup>th</sup> 1897  
A B Munsey Clerk

(8)



J. B. Hill, Plff.,  
vs  
R. C. Brental Dfts. } In Chancery,

This Cause came on again this the 12<sup>th</sup> day of November 1901, to be again heard upon the papers here before read in said Cause, the report of Special Commissioner B. H. Sewell filed in said Cause on the 1<sup>st</sup> day of November 1901, and was argued by Counsel.

On Consideration whereof and it appearing to the Court that there are no exceptions filed to the said report of said Commissioner B. H. Sewell nor to the re-sale of the land therein made, it is adjudged, ordered and decreed that the said report and re-sale of said land be and the same are hereby approved and confirmed.

It is further ordered that said Commissioner B. H. Sewell pay to the parties entitled thereto the said Costs and Commissions <sup>repeatedly</sup> shown by said report to be in his hands,



hold the legal title to said land  
as additional security for the  
payment of said purchase  
money bonds, and proceed  
to collect said bonds when  
due and pay the proceeds to  
the party entitled thereto, taking  
receipts for all payments made.  
Said Commissioner will report  
his actions from time to time  
to some future term of this  
Court, and this cause is con-  
tinued.

J. B. Hill  
vs  
Deering,  
Comptroller  
of the State  
H. C. Brewster

Entered on July 23  
No 7 Page 23

Enter this  
Nov. 12. 1890.  
H. C. Brewster



J. B. Hill Plff.

vs  
R. C. Brentnall & Co

In Chancery

This cause came on again this the 8<sup>th</sup> day of June 1901. The again heard upon the papers formerly read in the cause, and was argued by counsel.

On consideration whereof and it appearing from the decree entered herein at the ~~March~~ March Term 1901, that B. H. Sewell Commissioner in this cause is entitled to a decree for a re-sale of the land sold by him in the cause or so much thereof as may be necessary to pay the unpaid purchase money due thereon, and to a personal judgment against the purchaser of said land, and his co-defendants. It is therefore adjudged ordered and decreed that B. H. Sewell, Commissioner, recover against George Vanhook, W. G. Colson & others



J. M. Wheeler and William  
Hoskins the sum of \$1331  $\frac{76}{100}$   
the amount of the two purchase  
money bonds, with interest  
thereon from the 17<sup>th</sup> day  
of October 1898, until paid  
and the costs of the proceed-  
ings on the rule entered  
against said parties, subject  
to the following payments  
~~to wit~~ \$332  $\frac{37}{100}$  paid February 12<sup>th</sup>  
1900, \$274  $\frac{98}{100}$  paid February 12<sup>th</sup>  
1900, and \$50 <sup>00</sup> paid February  
12<sup>th</sup> 1900, and that unless  
the said ~~debt~~ <sup>parties</sup> is paid  
within ~~twenty~~ days from the  
adjournment of this Court,  
then said B. H. Sewell Commis-  
sioner will proceed to sell  
at the front door of the Court  
house of this County, on some  
Court day, on a credit of six  
and twelve months time  
to the highest bidder, at public  
auction, the said land hereto-  
fore sold by him, or so much  
thereof as may be necessary



To pay the above recovery  
together with costs and  
commissions of sale,  
except the said <sup>costs</sup> and commis-  
sions will be required to be  
paid in hand, and bonds  
with good security upon  
the deferred payments will  
be required of the purchaser  
bearing interest from  
day of sale. Said Com-  
missioner before selling  
will advertise the time  
terms and place of sale  
for at least thirty  
days by <sup>two or more</sup> written advertisements  
posted at front door of  
said Court house and  
in vicinity of said land.  
Should said land fail  
to sell for a sum sufficient  
to pay the amount of the  
above recovery and  
expense of sale, then said  
Commissioner may pro-  
ceed by execution or other  
wise to collect said balance  
remaining unpaid on



J.B. Hill,  
vs. E. Green

R.C. Brantlett,

Entered as Clerk No. 6.  
P. 979

Enter this

W.A. to S. Green  
June 8<sup>th</sup> 1890.

Said recovery.  
Said Commissioner will  
report his actions hereunder  
at the next term of this  
Court, and this Cause  
is continued



J. B. Hill ----- Plaintiff.)

Vs.

) In chancery.

R.C.Brent et als-----Defendant.)

This cause came on this the 13th day of March, 1901, to be again heard upon the papers formerly read in the cause; the rule awarded against George Vanbebber, W.G.Colson, J.M.Wheeler and William Hoskins; the ~~demurrer~~ <sup>Answer</sup> of all of the said last named parties to said rule, the said George Vanbebber entering his appearance <sup>by</sup> said answer and waiving service of process on him, with exceptions to said answer endorsed thereon; and was argued by counsel. On consideration whereof it is adjudged, ordered and decreed that the said exceptions to said answer be, and the same are, hereby sustained, and said answer is suppressed and dismissed, and the Commissioner is entitled to a decree for a resale of said land or so much thereof as may be necessary to pay the unpaid purchase money thereon, and a personal judgment against said parties for same, but said decree will not be entered until the next term of this Court, and until which time, this cause is continued.

*by agreement of the parties*

665.88  
665.88  
1331.76



J. B. Hill  
vs. { Decree

P. C. Brent et al

En. C. B. 1 P 542

Enter this decree  
March 13, 1901  
Hawshere



Virginia

At a circuit Court Continued and held  
for Lee County at the Court-house thereof, On  
Friday November the 16<sup>th</sup> 1900.

J. B. Hill

Plaintiff

vs

R. L. Brent

Defendant

In Chancery

This Cause came on again this 16<sup>th</sup> day of  
November 1900, to be heard upon the papers former-  
ly read in the Cause, and the report of Special  
Commissioner B. H. Sewell filed in said Cause  
on the 15<sup>th</sup> day of November 1900, and was argued  
by Counsel. On Consideration whereof, and  
no exceptions having been filed to said report  
it is adjudged ordered and decreed, that said re-  
port and disbursements therein mentioned be  
and the same is hereby approved and confirmed.

And it <sup>further</sup> appearing to the Court from said  
report that the purchaser of the land heretofore sold  
in the said Cause George Vanbebber has failed  
to pay the balance due on the said first pur-  
chase money bond, and the interest thereon,  
and has failed to pay the whole of the said  
second purchase money bond, and its interest  
as shown by said report, and that no one has  
paid the same for him; It is further adjudged ordered  
and decreed that a rule be and is hereby awarded  
against the said George Vanbebber and his sureties  
W. H. Tolson, Trustee J. M. Wheeler and William Hopkins  
on said bonds returnable to the first day of the  
next term of this Court, to show Cause if any



Serve Copy on  
George Vanbebber  
Wm. L. Carlson  
J. M. Wheeler &  
William Hoskins

McDonald

J. B. Hill  
vs Copies of Deceit  
R. C. Brent

Dec 7 - 1900  
Executed by

Deliverianan  
attorney at law  
to each of the parties  
Wm. Hoskins &

J. M. Wheeler  
not appearing in  
not appearing in  
J. R. McDonald  
D. S.

for W. J. Milern  
S. L. C.

they can, why a personal judgment should not  
be rendered against them, and each of them for  
the balance due on said purchase money bond:  
with its interest, and why the land purchased  
by said George Vanbebber and for which said  
two purchase money bonds were executed should  
not be resold at the risk of the said George  
Vanbebber to pay the same. And the cause  
is continued.

A Copy

Teste: A B Munsey Clerk



J.B. Hill, Plaintiff.

Vs.

In Chancery.

P.C. Brent et al, Defendants.

This cause came on again this the 16th day of November, 1900, to be heard upon the papers formerly read in the cause and the report of Special Commissioner B. I. Sewell, filed in said cause on the 15th day of November, 1900, and was argued by counsel. On consideration whereof, and no exceptions having been filed to said report, it is adjudged, ordered and decreed that said report and the disbursements therein mentioned be, and the same is hereby approved and confirmed. And it further appearing to the Court from said report that the purchaser of the land heretofore sold in the said cause, George Vanbebber, has failed to pay the balance due on the said first purchase money bond, and the interest thereon, and has failed to pay the whole of the said second purchase money bond and its interest as shown by said report, and that no one has paid the same for him. It is further adjudged, ordered and decreed that a rule <sup>and is hereby</sup> be awarded against the said George Vanbebber and his said sureties, W.G. Colson, trustee, J.M. Wheeler and William Hoskins on said bonds, returnable to the first day of the next term of this Court, to show cause, if any they have or can, why a personal judgment should not be rendered against them and each of them for the balance due on said first purchase money bond and its interest, and for the full amount of the said second purchase money bond with its interest, and why the lands purchased by said George Vanbebber, and for which said two purchase money bonds were executed, should not be re-sold at the risk of the said George Vanbebber, to pay the same. And <sup>this</sup> cause is continued.



J. B. Hill  
{ Science for Mule,  
no { & C,

R. C. Brendetal

Entered on ledger  
ORB No 6 P 467

x

Enter this  
Nov, 16<sup>th</sup> 1900  
H A W Stain



Virginia

At a Circuit Court Continued and held for  
Lee County at the Court-house thereof, On  
Friday November the 16<sup>th</sup> 1900

J. B. Hill

Plaintiff

vs

R. L. Brent

Defendant

} In Chancery

This Cause came on again this 16<sup>th</sup> day  
of November 1900, to be heard upon the papers  
formerly read in the Cause, and the report  
of Special Commissioner B. H. Sewell filed in  
said Cause on the 15<sup>th</sup> day of November 1900,  
and was argued by Counsel.

On Consideration whereof, and no exceptions  
having been filed to said report, it is ad-  
judged ordered and decreed that said report  
and disbursements therein mentioned be  
and the same is hereby approved and Con-  
firmed. And it further appearing to the  
Court from said report that the purchaser  
of the land heretofore sold in the said Cause  
George Vanbebber has failed to pay the balance  
due on said first purchase money bond, and  
the interest thereon, and has failed to pay  
the whole of the said second purchase money  
bond, and its interest as shown by said  
report, and that no one has paid the same  
for him; It is further adjudged ordered and  
decreed that a rule be, and is hereby awarded,  
against the said George Vanbebber and his sureties  
W. L. Colson Trustee J. M. Wheeler and William Hoskins



on said bonds returnable to the first day of  
the next term of this Court, to Show Cause, if  
any they can, why a personal judgment  
should not be rendered against them and each  
of them for the balance due on said purchase  
money bond with its interest, and why the  
land purchased by said George Vanbebber and  
for which said two purchase money bonds  
were executed, should not be re-sold at the  
risk of the said George Vanbebber to pay the  
same. And the Cause is continued

A Copy

Teste: A B Munsey Clerk

6708  
964  
14.45

665-88  
\$1331.76  
665880  
33.29



Virginia

At a circuit court continued and held for Lee county,  
at the court house thereof on Thursday the 16th day of June 1898.

J.B.Hill  
vs

Plaintiff

In chancery

R.C.Brent, A.L.Brent, Martha Brent & W.G.Colson, Trustees, Defendants

This cause came on to be heard upon the papers formerly read in the  
cause and the depositions of witnesses filed in said cause and was  
argued by counsel. On consideration thereof and the court being of

opinion that the deed from R.C.Brent to A.L.Brent was fraudulent it  
is adjudged ordered and decreed that the same be and is hereby de-  
clared null and void. And the court being <sup>there</sup> ~~further~~ of the opinion ~~that~~

that the deed from R.C.Brent and A.L.Brent to W.G.Colson, Trustees, is  
void so far as the rights and recoveries are concerned it is adjudged  
ordered and decreed that the said deed be and is hereby declared null  
and void in for far as the rights of the said plaintiff are concerned  
And it is adjudged ordered and decreed that the plaintiff recover  
against the defendant R.C.Brent, \$727.00 the amount of the note in  
the bill the bill mentioned with legal interest thereon from the 2nd

day of January 1895 till paid and \$2.25 expense of recording the  
mortgage executed to secure said note; and that the plaintiff recover  
-er against the said defendant R.C.Brent \$412.41 the amount of the

judgement on the attachment in the bill mentioned with legal interest

on \$270.00 part thereof from the 28th day of May, 1896 and on X  
\$111.18 another part thereof from the 2nd day of June, 1896 untill p  
paid and the costs of this suit. And which foregoing recoveries are

adjudged to be liens upon the lands in the bill mentioned the  
second by attachment and judgment thereon and the first by the mor  
-gage in the bill and proceedings mentioned It is further adjudge



-ed ordered and decreed that unless the defendant or some one for him pay the amount of said recoveries to the plaintiff within thirty days from the rising of this court then the said lands in the bill and proceedings mentioned upon which said mortgage operates the said defendant R.C. Brent and all persons claiming under him

be from henceforth forever barred and fore-closed of and from all equity of redemption therein and that the same be sold and that B.H. Sewell who is appointed a commissioner for the purpose do proceed to sell at the front door of the courthouse of this county on some court day to the highest bidder on a credit of one and two years time the lands in the bill mentioned and upon which the said mortgage was executed or so much thereof as will be necessary to pay

and satisfy this decree and expense of sale after having first advertised the time terms and place of sale for at least thirty days by written advertisements posted at the front door of the courthouse and in the vicinity of said land except the costs of this suit the costs of judgment at law, and expense of sale will be required to be paid in hand and for the deferred payments bonds with good security payable to said commissioner will be required bearing interest from date. Said Commissioner before selling will execute bond before the clerk of this court with security in the penalty of \$2000.00 conditioned according to law and will report his action hereunder to the next term of this court. And the cause is continued.

A Copy

Teste: A.B. Munsey Clerk



J. B. Hill  
w/ Copy of Decree

R. L. Brent et al

Executed July 21<sup>st</sup>  
1898 By delivering  
an office copy of  
the within Decree  
to B. H. Sewell  
W. P. Weston  
S. L. L.

Copy for B H Sewell

Clerk 1.50

2  
27

Received by B. H. Sewell



J. B. Hill

against

R. C. Brent, A. L. Brent, Merch  
Brent, & W. G. Calson Trustees Defts

Plff

Chancery

This cause came on to be heard upon the papers  
formerly read in the cause, and the depositions  
of witnesses filed in the cause, and was argued  
by counsel. On consideration thereof, and the  
Court being of opinion <sup>that the deed from R. C.</sup>  
<sup>it is adjudged, ordered and decreed that</sup>  
Brent to A. L. Brent was fraudulent, <sup>the same</sup>  
he & is <sup>herely</sup> declared null and void, and the Court being  
further of opinion, that the deed from R. C.  
Brent & A. L. Brent to W. G. Calson, Trustee,  
is void, so far as the rights, and recoveries,  
hereinafter, of the plaintiff are concerned,  
<sup>it is adjudged, ordered and decreed that</sup>  
the said deed <sup>is hereby</sup> declared null and  
void, in so far as the <sup>rights of the</sup> said plaintiff <sup>is</sup> concerned.  
And it is adjudged, ordered and decreed  
that the plaintiff recover against the de-  
fendant R. C. Brent \$727.<sup>00</sup> the amount of  
the note in the bill mentioned with legal in-  
terest thereon from the 2nd day of January  
1895 until paid, and \$2.25 expense of record-  
ing the Mortgage executed to secure said  
note; and that the plaintiff recover against  
the said defendant R. C. Brent \$412.<sup>41</sup> the  
amount of the judgment on the attachment  
in the bill mentioned, with legal interest



and \$270.<sup>00</sup> part thereof from the 28th day  
of May 1896, and an \$111.18 another part  
thereof from the 2nd day of June 1896  
until paid, and the costs of this suit -  
And which foregoing recoveries, are adjudged  
to be liens upon the lands in the bill  
mentioned, the second by attachment & judg-  
ment thereon, and the first <sup>by</sup> the mortgage  
in the bill and proceedings mentioned.

It is further adjudged, ordered and decreed  
that unless the defendant or some one for  
him pay the amount of said recoveries to  
the plaintiff within thirty days from the  
rising of this Court, then to the said lands in  
the bill and proceedings mentioned upon which  
said mortgage operates the said defendant ~~R. B. Brent~~  
and all persons claiming under him be from  
thenceforth forever barred and foreclosed of and  
from all equity of redemption therein, and that  
the same be sold; and that B. H. Sewell who  
is appointed a commissioner for the purpose  
do proceed to sell at the front door of the Court  
house of this County, on some Court day, to  
the highest bidder, on a credit of one & two  
years time, the lands in the bill mentioned,  
and upon which the said mortgage was executed,  
or so much thereof as will be necessary <sup>pay &</sup> to  
satisfy this decree, and expense of sale, after



having first advertised, <sup>for at least thirty days,</sup> the time, terms and  
place of sale, by written advertisements posted  
at the front door of the Court house of this  
County, and in the vicinity of said land.  
except the costs of suit, <sup>the costs of the judgment at law</sup> and expense of sale,  
will be required to be paid in hand, and for  
the deferred payments, bonds with good  
security, payable to said Court, will be required,  
bearing interest from date. Said Commissioner  
before selling will execute bond before the  
Clerk of this Court, with security, in the penalty  
of \$2000<sup>00</sup> Conditioned according to law.  
and will report his action hereunder to the next  
term of this Court, And the Cause is continued.



J. B. Hill  
vs Deere & 2.  
R. C. Brent et al.  
Eu. C. O. B. 6 p. 171  
+ 172.

Enter this decree.  
1774  
June 16th 1898.



Virginia

At a circuit Court continued and held  
for Lee County at the Court house thereof on  
Tuesday, the 15<sup>th</sup> day of June 1897.

Hampton & Smith      Plaintiffs  
vs  
S. Bailey & Co      Defendants } In Chancery

This Cause came on this the 15<sup>th</sup>  
day of June 1897, to be heard upon the bill  
of the Complainants and exhibits therewith  
the answer of the defendants and general  
replication thereto, the depositions of witnesses  
and exhibits therewith, and was argued by  
Counsel. On consideration whereof the  
Court is of opinion that the Complainants  
have failed to show by a preponderance  
of proof that the defendants undertook  
and agreed to pay the plaintiffs one dol-  
lar per cord for all the bark peeled by  
them as separate and independant Con-  
tract from the Contract entered into be-  
tween said plaintiffs and Yeary & Bowen  
but the Court is of further opinion that  
the said defendants S. Bailey & Co did under-  
take and assume to pay the plaintiffs for  
Yeary & Bowen for all the bark recieved  
and shipped by said defendants under



their Contract with the Said Yeary & Bowen  
and it appearing to the Court, that Said de-  
fendants did receive and Ship in the  
Spring of 1896, of the bark peeled by the  
Said ~~defendants~~ plaintiffs 134 Cords and  
101 feet of bark for which they have not  
paid, and that Said plaintiffs are entitled  
to one dollar per Cord for peeling, the same  
it is therefore, adjudged, ordered, and decreed  
that the plaintiff, James Hampton and Joseph  
D Smith recover of the defendants S. Bailey  
and W. T. Shepperson partners, doing business  
under the firm name of S. Bailey & Co the  
Sum of One hundred and thirty four dollars  
and 79 cents with interest thereon from  
the 15<sup>th</sup> day of March 1896; till paid, and  
it is further ordered and decreed that each  
party pay one half of the Costs of this Suit  
for which Said Sum of Money and Said  
Costs executions may issue, and the Cause  
is Stricken from the docket.

114/111  
114/111



John B. Hill, Plaintiff.

----Against----( In Chancery. ( Decree # 1. ).

R. C. Brent, et als., Defendants.

This cause came on this, the 9th day of November 1897, to be heard upon the bill of the Plaintiff and exhibits filed therewith, process duly executed on the resident defendants, and order of publication duly made, published and posted as required by law, against the non-resident defendant, <sup>Martha Brent</sup> and was argued by counsel. On consideration whereof and it appearing to the Court that Martha Brent has failed to appear and demur, plead or answer said bill it is taken for confessed against her. And on motion of R. C. Brent, A. L. Brent and W. G. Colson, Trustee, leave is granted them to file their <sup>Separate</sup> answers, which are accordingly filed, and to each of said answers the plaintiff replies generally. And the cause is continued.



John B. Hill,  
vs { Deere 1.

R. C. Bunt,

Eu. C. O. B. No. 6 p. 27

(7)

Entered this,  
M J M  
Nov. 9<sup>th</sup> 1897,



State of Virginia  
Lee County,

The depositions of W. G. Colson, Atty  
~~L. Brut~~, C. R. Kesterem,

taken at the  
office of <sup>and before</sup> C. W. Nash, a Justice of the Peace  
in and for Lee County, State of Virginia,  
<sup>in June 2nd 1896</sup> which depositions are intended to be read  
as evidence in behalf of defendants  
in a certain suit in Chancery now pend-  
ing in the Circuit Court of Lee County,  
State of Virginia, in which J. B. Hill  
is plaintiff and R. C. Brut and others  
are defendants - pursuant to notice hereto  
attached -

Present J. B. Hill, and Orr & Blankenship  
his attorneys.

W. G. Colson for defendants.

W. G. Colson, a witness of lawful age  
being duly sworn deposes and says.

1<sup>st</sup> Ques. 1. State whether or not you are acquainted  
with the parties to this suit -

Answer - I am

2<sup>nd</sup> Ques. Are you one of the defendants in  
this action -

Answer. I am



3<sup>rd</sup>. State whether or not you have any knowledge of the execution of a deed of conveyance from R. C. Brut to A. L. Brut, <sup>each</sup> (defendants herein) embracing the land in controversy herein - same being the land described in a mortgage purporting to be executed by R. C. Brut wife to J. B. Hill, plaintiff herein - & which is the subject of this action.

Ans. I had knowledge of the execution of said deed by said R. C. Brut to A. L. Brut.

4<sup>th</sup> How did you obtain said knowledge? -

Ans. I first received information from R. C. Brut & a short time after that I examined the deed itself - in the <sup>County</sup> Clerk's office, in Jonesville Lee County, Virginia -

5<sup>th</sup> Was there any other deed; deed of trust or mortgage, either on file or on record in the County Clerk's office, in Jonesville, Lee County, Virginia - embracing said land in controversy herein - from R. C. Brut & wife to J. B. Hill, plaintiff herein or from said Brut & wife to any one? at the time you made said <sup>examination</sup>.

Ans. None that I could find.

6<sup>th</sup> Did you examine the County Clerk's office aforesaid in reference to said matter thoroughly - & to see if there was any conveyance from R. C. Brut to any one.

Ans. I made a thorough search of said



record + inquired of the County Clerk, to know if there was any other conveyance there except the one to A. L. Brunt by R. C. Brunt - and I found none either on file or of record. The said Clerk informed me there was none.

7th

The foregoing questions and answers in so far as they are intended to contradict the records of the Clerk's office as shown and exhibited in this cause, and in so far as the statements of the Clerk are detailed arguement, are excepted to at this time, being our first opportunity, because the records, <sup>or the ~~original~~ copies</sup> are themselves the best evidence.

Orro Blankenship for  
Plff.

8th. Examine exhibit "R. C. B." as filed by Allie L. and L. Brunt herein see if same as filed by her in her response to plaintiff bill herein is the same deed you saw on file in the County Clerk's office as stated by you in your deposition in answer to question <sup>1st</sup>. Ans. It is the same deed.

9th. When did R. C. Brunt tell you he had conveyed the land in controversy to A. L. Brunt?

Ans. <sup>Excepted to as inadmissible & hearsay. - Orro Blankenship.</sup> A few days only after same as he said was done.

10th. Refer to exhibit, R. C. B. as filed by Allie L. Brunt in her response see if same is now



as it was when ~~you~~ first saw it in the County Clerk's office, as ~~he~~ ~~for~~ stated by you in your answer to question 4<sup>th</sup>. herein

Answer. It is the same except. There was no mark <sup>or line</sup> running through the words Filed September 19<sup>th</sup>. 1894. The additional certificate of the aforesaid Clerk, Filed for record Decr. 11<sup>th</sup>. 1896. has been added since then together with the line running through 1<sup>st</sup>. certificate

11<sup>th</sup>. State whether or not you ever saw said deed, since you saw it in the Clerk's office - and as said

Ans. Yes - sometime after that the County Clerk informed me that same had not been recorded & I then examined said deed & found a line running through, Filed September 11<sup>th</sup> 1894

12<sup>th</sup>

Did you ever have a conversation with J. B. Hill, the plaintiff in this case & about said deed?

Ans. I did ..

Ques. 13. When was said conversation? Ans. It was a short time after I learned of the execution of said deed of R. C. Brent to Allie Brent.

Ques. 14. Please give the conversation between you and Mr. Hill---tell what was said?

Ans. Mr. Hill approached me to know if I had any deed of trust or mortgage against the land of R. C. Brent. I told him I did not. I further stated to him that R. C. Brent had conveyed his land to his sister--Allie Brent. And he replied that he knew that, but he further said that said deed had never been recorded, and that he did not ask that any odds. He said the reason why he ask was that he was afraid I had something against it. He further stated that R. C. Brent wanted him to let him have some money--



I told him that it was his risk, as he very well knew that the land was conveyed to Allie. My recollection is that he told me in the same conversation, that he had seen the deed at Jonesville, or *said deed was in file in county clerk's office of this Co.* that he knew of the fact that ~~it~~ had not been recorded.

Ques. 15 Was this conversation before you learned of the execution of a deed of trust or mortgage by R. C. Brent to J. B. Hill ?

Ans. It was before.

The above question 15 and any answer thereto is immaterial and irrelevant--for here because no time is shown at which ~~said~~ conversation was held, if any such was held--therefore objected to--it being immaterial as to when said witness heard of said deed of trust or ~~mortgage~~ mortgage--B. for plaintiff.

Ques. 16. When was this conversation between you and Mr. Hill before detailed ? And where ?

Ans. It was in the fall after the execution of said deed, and at my house. The deed from R. C. to A. L. Brent.

Ques. 17. Did any one come to your house with J. B. Hill, if so, who?

Ans. Yes, R. C. Brent. Bob was wanting money, and Mr. Hill asked me what about letting him have money. This was a short time--some time--before I learned that J. B. Hill had let Bob have some money and took a deed of trust. I understood from both Mr. Hill and Bob that Bob wanted to borrow money.

Ques. 18. You are the same party to whom the deed from Allie Brent to W. G. Colson, Trustee, was made, are you not ?

Ans. I am.

Ques. 19. Was said deed made to you in good faith ?

Objected to because inadmissible--any answer thereto could merely be an opinion or conclusion of the witness, who is an interested party--it being only proper for said witness to state the facts, and the conclusions for the Court from the evidence--Blankenship, for Plaintiff.

Ans. It was.



Ques. 20. Was the said deed made for the purpose of a fraudulent intent to hinder, delay, or defraud, the creditors of R. C. Brent, or J. B. Hill ?

Objected to because leading and suggestive, and therefore inadmissible---Blankenship, for P'ff.

Ans. Not that I know of.

Ques. 21. Was A. L. Brent indebted to any one at that time ?

Ans. She was not to my knowledge.

Ques. 22. Was R. C. Brent indebted to J. B. Hill at the time of the execution of the deed from him to J. B. Hill ?

Ans. None that I know of.

Ques. 23. Was R. C. Brent indebted to A. L. Brent at the time he made said deed to her, Or before?

Ans. I understood from the parties he was.

Objected to because hearsay and self serving, and inadmissible. Blankenship, for Pl'ff.

Ques. 24. How much ?

Ans. About \$400.00.

~~Ques. 25.~~ Cross-Examined.

Ques. 1. In answer to question 12 of your examination in chief you detail a conversation that you say you had with the plaintiff, J. B. Hill---please state when this conversation was and who was present?

Ans. It was at my house and in the presence of R. C. Brent, and along in the fall or winter after the deed was executed by Bob to Allie Brent. In the year 1894.

Ques. 2. Which was it, in the fall or winter ?

Ans. As I said it was in the fall or in the <sup>early</sup> winter.

Ques. 3. Give me your best impression, as to whether it was in the fall or winter, and as to the month of the year?

Ans. I have given you my best impression already.



4  
Ques. What kind of weather was it that day--hot or cold--wet or dry ?

Ans. I don't know as I could tell--don't think it was hot.

Ques. 5. What were you doing on that day, and what day of the week was it, and what time of day ?

Ans. I was at the house--don't remember what I was doing--don't remember the day of the week--~~it~~ was in the fore part of the day, and I think they said they were on thier way to Middlesboro, any way they were going in that direction.

Ques. 6. Was <sup>or not</sup> Mr. Hill advisin g with you as an attorney ?

Ans. Well, he did not approach me as an attorney--he simply asked me if I had anything against the land.

Ques. 7. I believe you state that both Hill and Brent state~~d~~ that Brent wanted to borrow some money, do you not?

Ans. I think they both told me so.

Ques. 8. What did Mr. R. C. Brent on that occasion say about the deed to Allie Brent ?

Ans. I don't remember that he said anything.

Ques. 8. Do you state that R. C. Brent and J. B. Hill came to you, and that ~~Rxxx~~ J. B. Hill said that R. C. Brent ~~xxxxxxx~~ wanted to borrow some money from him, and that Brent also ~~xxx~~ stated that he wanted to borrow some money from Mr. Hill, and that Mr. Hill asked you in the presence of said R. C. Brent if you had anything against said Brent's land, and that Hill said he knew of the deed to A. L. Brent ~~in~~ and that he did not ask said deed any odds, and that during all this conversation, the said R. C. Brent did not say anything about the deed to A. L. Brent ?

Ans. I say that Mr. Hill asked me if I had anything against the land and I do not remember whether R. C. Brent was immediately present or not, I have an impression that while Bob was there Mr. Hill called me aside and talked to me about it.

Ques. 9. When and where did you first see <sup>perpainted</sup> the deed from R. C. Brent to



A. L. Brent ~~Private~~

Ans.

10.

Ans.

Ques. II.

Ans.

Ques. 12.

Ans.

Ques. 13.

Ans.

Ques. I4

Ans.

Ques. 15.

Ans.

Ques. 18

XXXXXXXXXX

XXXXX

Ans.

Ques. 17.

Ans.



Ques. 18. You say said deed was made to you in good faith--in good faith by whom, do you mean?

Ans. In good faith upon the part of all parties.

Ques. 19. Please state how you know the intent and good faith of R. C. and A. L. Brent ?

Ans. I do not know of anything else--R. C. Brent was only a figure head in the matter anyway.

Ques. 20. How much and when and in what way did you pay for said land, and to whom ?

Ans. I have not paid for it all--the deed recites the ~~conveyance~~ <sup>agreement</sup> agreed on. I think I have paid about \$175.00, executed a note for the remainder, to Allie Brent--I can not remember the time when it is payable, either one or two years.

Ques. 21. Is or was there any other agreement, written, or verbal in regard to the sale of said land, if so what, and who holds said writing ~~xx~~ if in writing, if not in writing who witnessed said agreement if any was made ?

~~Ans.~~

Ans. I don't remember of any writing--there may be a verbal agreement in regard ~~xx~~ to the time of the payment of the money, or some of it.

Ques. 22. Do you undertake to say that R. C. Brent did not ~~kn~~ owe J. B. Hill at the time of his purported conveyance to A. L. Brent ?

Ans. No.

Re-Examined.

~~Ques. 22.~~

Ques. II. State whether or not you were present at the trial of the attachment case vs. R. C. Brent as testified to by Pl'ff J. B. Hill ?

Ans. I was.

Ques. 2. Was the plaintiff J. B. Hill sworn as a witness for himself on said trial, state whether or not he testified on that trial that he knew of the existence of the deed from R. C. Brent to A. L. Brent at the time he took his mortgage?



Ans. He was, and he testified in that trial that he knew of the existence of said deed at the time he took his mortgage.

Re-Cross Examined.

Ques. 1. Please state what else Mr. Hill testified to on that trial--- tell all he said ?

Ans. I do not know as I could give all he stated in his own words, but I think I can give the substance of his testimony: He said that Bob owed him a note of nearly \$400.00, and an account of about \$100.00, and <sup>h</sup>at the time he let him have his mortgage he let him have ~~some~~ \$220. ~~some~~ odd dollars, then he testified as to the note executed after that and to an account. That was about the substance of it all.

Ques. 2. Was R. C. Brent examined as a witness on said trial ?

Ans. He was.

Ques. 3. To whom did he swear that the land here in controversy belonged, ~~to~~ at that time--I mean the date of the trial?

Ans. He did not swear that it belonged to anybody.

Ques. 4. Did not R. C. Brent state emphatically on that trial that said land belonged to him?

Ans. He did not.

Ques. 5. Did not R. C. Brent state that he still owned said land at the date of the trial, and was not the deed from him to A. L. Brent, and the deed from A. L. Brent and R. C. Brent to you as trustee, offered and read in evidence to contradict his statement as to the ownership of said land ?

Ans. He did not state that he owned said land, the deeds referred to were read for the purpose as the attorneys claimed to contradict his statement.



Ques. G. Are you or not as positive that R. C. Brent did not state ~~that~~ ~~state~~ that he was still the owner of said land at the date of said ~~trial~~ trial, as you are of any other statement you have made in your deposition?

Ans. I am as positive that he did not make said ~~statement~~ statement as I am of any other statement I have made in this deposition.

Re-Examined.

Ques. I. Please state what R. C. Brent did say in reagrd to said land?

Ans. He was asked the question if he had not been trying to sell his land and he said he had--he was asked the question if he did not still own his land and he said he did---he was asked the question if he had deeded his land to anybody recently and he said he had not.

And further this deponent saith not.

H. G. Coleman



Virginia, Lee County. to-wit:

The further taking of depositions in this case is adjourned to Cumberland Gap, Tenn., before J. H. Guillen Notary Public, at the office of J. H. S. Morrison, in the town of Cumberland Gap, Tenn., on the 3rd day of June ~~xxxxxx~~ 1898. This June 3, 1898.

C. W. Nash J. P.

Virginia, Lee County. to-wit:

I, C. W. Nash. a Justice of the Peace in and for the County and State aforesaid, do hereby certify that the foregoing deposition of W. G. Colson, was duly taken, sworn to and ~~subscr~~ subscribed before me on the day and at the place and for the purpose mentioned in the caption of the same. Given under my hand, this the 3rd day of June 1898.

C. W. Nash J. P.

*J. P. Fees six hours \$4.50*

State of Tennessee,

County of Claiborne, to-wit:

June 3, 1898.

C. R. Kesterson, another witness of lawful age being duly sworn deposeth and saith.

Ques. I. State whether or not ~~you~~ you are acquainted with the parties to



to this suit ?  
 Ans. I am acquainted with the parties.

Ques. 2. Is A. L. Brent's father or mother living ?

Ans. That is my understanding.

Ques. 3. What is the relation of R. C. and A. L. Brent?

Ans. Brother and sister.

Ques. 4 Did you ever have any conversation with J. B. Hill in regard to the deed executed by R. C. Brent to Allie Brent, if so, state the time and place and who was present, and what he said?

Ans. Yes. we had two or three talks about it, and I do not remember just where, but my recollection is that we had one conversation about it at the Brent place, at the house or about the stable ~~xx~~. Brent told me that Bob owed him some and that he was going to let him have some more money and take a deed of trust on his land, and I remarked to him that Bob. had already deeded his land away and he asked who to, and I told him that Allie had a deed for it, and he says well, I don't give a d\_\_n for that, but it scared me when you named it for I was afraid that Colson had a deed of trust on it. I told him he would have to see about that, but that if Colson had a deed of trust I never heard it, and I saw Mr. Hill again, probably about a week afterward, and he told me he had been to Jonesville to see if Colson had a deed of trust, and he saw the deed <sup>as he said</sup> to Allie filed in the Clerk's office, and I saw him a short time after that and he told me he had taken the deed of trust on Bob's land and had taken it to Jonesville, and had it recorded before Allie's was. That was in the winter of 1894 or 1895, the latter part of 1894, or the first of 1895, ~~xxxx~~he said the mortgage was for about \$700.00, but that he had given Bob time on it and that when it became due it would amount to about \$800.

Ques. 5 Did he state to you that the deed from R. C. Brent to Allie Brent had been recorded or not?

Ans. He said it had not--that it was either filed in the office, or



filed for record I do not remember which.

Ques. 6. In either of those conversations did he say anything about having been to see Colson about having a mortgage on it, if so, state what he said?

Objected to because leading, suggestive, immaterial and irrelevant---B. for Pl'ff.

Ans. He told me he had went and saw Mr. Colson and he told him he had none on it, but that he was not satisfied about it and went to Jonesville to see.

Ques. 7 State whether or not the conversation in which he told you he had taken a deed of trust from R. C. Brent was after he ~~had~~ n he said he had been to Jonesville, ~~he~~ ascertain<sup>ed</sup> about the deed deed being on file ~~2~~ to Allie Brent?

Ans. It was after he had been there.

Cross-Examined.

Ques. 1. What relation are you to the defendants in this suit ?

Ans. None that I know of.

Ques. 2. Do I understand you to say that there is no relationship existing between you and the defendants in this suit ?

Ans. I am a brotherinlaw of Colson, and none to the other parties that I know of.

Ques. 3. To whom, when, where and why did you first tell what you have testified to in this case ?

Ans. I first told it to ~~xxxxxxx~~ Bob Brent, next to Mr. Colson, could not tell where; it was some time shortly after it happened that I told it to Bob, and some little time after that that I told it to Colson, ~~and~~ I do not know that I could tell you why I told it.

Ques. 4. Please state when the first conversation you speak of occurred where it was at, and who was present?

Ans. I think it was about the Brent place, and was along in the latter part of 1894, and I do not remember of any one being ~~present~~ present.



Ques. 5. When and where did the next conversation occur and who was present ?

Ans. I do not know, maybe it was in the road, do not remember of any one being present

Ques. 6. When and where the next and who was present ?

Ans. I do not know.

Ques. 7. When and where was the next and who was present ?

Ans. I do not remember when.

Ques. 8. Is it <sup>or</sup> not a fact Mr. Kesterson that <sup>the</sup> first and only time this mortgage was ever named between you and J. B. Hill was along during the year 1896, when you was trying to sell Mr. Hill a peice of land, and offerred to take this mortgage in as part payment on said land ? A peice of land down on town creek ?

Ans. No, Sir, th at was not the first.

Ques. 8. Did you or not offer to take said mortgage in as part payment on the town creek land ?

Ans. Yes, Sir.

Ques. 9. Do You do not like Mr. Hill very well do you ?

Ans. I have seen people that I liked better and I have seen people that I did not like as well,

Ques. 10. Mr. Hill and you have had considerable litigation have you not, and has not Mr. Colson been a witness for you in said litigation, and have you not a suit on hand now with Mr. Hill in which you have used R. C. Brent as a witness against Mr. Hill ?

Ans. As administrator of Mr. Wheeler I have had considerable litigation with Mr. Hill & have used Colson as a witness - I now have a case with Mr. Hill in which I have used R. C. Brent as a witness.



Ques. 11. When did Mr. Hill live at, at the time of the conversations you speak of having with him?

Ans. I'm not sure, but I believe on Willis land, either there or at Borut place, my best impression on Willis land.

Examinined. ~~by~~ Chair

#1st.

You had a great deal of business ~~in~~ about Wheeler Station. & was frequently thrown with R. C. Borut & J. B. Hill in that neighborhood - was you or not.

Objected to because immaterial & irrelevant. Bankership. For Deft.

Ans. yes Sir,

2 You have been asked about your feelings toward J. B. Hill, are they such as to swear you from a line of rectitude in giving your testimony

Ans. No.  
and further this Deponent saith  
not.

C. R. Kesterson



(15.)

EXHIB. A. L. Brent, another witness of lawful age being duly sworn deposes as follows:

Ques. 1. Are you one of, and acquainted with the other parties to this suit ?

Ans. I am.

Ques. 2. Have you any knowledge of the execution of the deed in controversy from R. C. Brent to you?

Ans. Yes. Sir.

Ques. 3. Do you remember, if so, state when said deed was executed ?

Ans. About 1894, in September.

Ques. 4. How much was R. C. Brent indebted to you at the time of the execution of said deed ?

Ans. About \$400.00.

Ques. 5. Had you and R. C. Brent arranged for the execution of said deed to you prior to September ?

Objected to because leading--B. for Pl'ff.

Ans. Yes, Sir, He told me he was going to make it before he made it and afterwards.

Ques. 6. Why was said deed made to you, what was the consideration ?

Ans. I suppose because he wanted to give me the land to make me safe in the money I had loaned him.

Ques. 7. Had you any knowledge at that time of R. C. Brent's indebtedness to any one except *yourself*.

Ans. I did not know.

Ques. 8. Do you know who prepared said deed?

Ans. I know what I heard--that Mr. Blankenship prepared it.

Ques. 9. Do you know who took the acknowledgement of said deed from R. C. Brent to you?

Ans. Mr. Ewling so I have heard.

Ques. 10. What was done with said deed after it was executed to you if you know?

Ans. I heard that it was sent to Jonesville, to be recorded.



Ques. 11. Have you ever seen said deed since it was sent to Jonesville for record ?

Ans. No, Sir.

Ques. 12. State whether or not said deed was made and executed to you for the purpose of hindering, delaying and defrauding the creditors of R. C. Brent ?

Ans. If it was I do not know it.

Ques. 13. State whether or not the deed executed from R. C. Brent to you was made without your knowledge or consent ?

Ans. No, Sir.

Ques. 14. You executed to W. G. Colson, trustee, <sup>for this cause</sup> a deed, did you not?

Ans. Objected to because leading and suggestive--B. for Pl'ff.

Ans. Yes, Sir.

Ques. 15. State whether or not that deed was made for the purpose and with a fraudulent intent of hindering and delaying and defrauding the creditors of R. C. Brent ?

Objected to for reason above stated--B. for P'ff.

Ans. If it was I do not know anything about it.

Ques. 16. State whether or not anybody ever approached and talked with you about R. C. Brent deed ?

Ans. Yes, Sir.

Ques. 17. Can you tell who all?

Ans. After it was made I talked with Mr. Colson about the deed. Several have asked me something in regard to it, but I do not remember their names.

Ques. 18. How long after its execution?

Ans. I do not remember the day--it was a short time after wards.

Ques. 19. J. B. Hill files with his pleading a mortgage purported to have been executed to him by R. C. Brent and wife ~~xxxxxx~~ had you any knowledge of the execution of said mortgage to said J. B. Hill?



Ans. Did not know anything about that.

Ques. 20. Where is your home now?

Ans. Walnut Hill, at the Brent place, and has been my home all my life, and is on the land in controversy in this suit, and I have an interest in other lands about there.

Cross--Examined.

Ques. 1. What day of the month and what time of the day was the deed made and executed to you by R. C. Brent ?

Ans. I do not remember the day of the month--and I do not know the time of the day.

Ques. 2. Where was said deed written and acknowledged, if it was acknowledged. Speak of your own knowledge.

Ans. I do not know.

Ques. 3. You say you have not seen said deed since it was sent to Jonesville to be recorded, did you as a matter of fact see said deed in your life, if so, when and where ?

Ans. I never saw said deed in my life.

Ques. 4. Was said deed ever delivered to you, if so, by whom and when?

Ans. It was never delivered to me.

Ques. 5. Do you or not know the consideration recited in said deed ?

Ans. I think it was \$1250.00.

Ques. 6. I will ask you to look at said deed and see if you are not mistaken ?

Ans. I am mistaken, on examination I find it is \$1700.00.

Ques. 7. You say said deed was sent to Jonesville, who sent it there? Please state from your own knowledge.

Ans. I heard that R. C. Brent sent it there, but know nothing of it of my own knowledge.



Ques. 8. You state that you had knowledge of the execution of the said deed, was not your knowledge simply hearsay.

Ans. Yes, Sir, it was.

Ques. 9. Did you pay to R. C. Brent \$1700.00 the consideration named in said deed?

Ans. No, Sir, I did not.

Ques. 10. <sup>What</sup> Did R. C. Brent convey to you in said deed?

Ans. His land to me.

Ques. 11. Was that all?

Ans. Everything that he owned I think.

Ques. 12. What did he own, and what did he convey outside of the land?

Ans. Stock, I recon, I do not know what he did have.

Ques. 13. What kind of stock, how many and of what value?

Ans. I do not know.

Ques. 14. What became of said stock?

Ans. It was sold.

Ques. 15. Who sold it?

Ans. R. C. Brent.

Ques. 16. What did he get for the stock, and to whom did he sell it or any part of it?

Ans. I do not know.

Ques. 17. You say he owed you about \$400.00, when did you let him have that \$400.00 and what in?

Ans. I let him have it at different times, he owed me some borrowed money and some for timber, and some for the rent of the land, and for tan bark.

Ques. 18. How much borrowed money did he owe you, and from whom did you get said money, how much for timber, tan bark and rent, give



the amount of each item, when obtained and when due ?

Ans. \$40.00 at one time, \$5.00 at another, \$<sup>5</sup>.00 at an other, \$10. at another time, \$16.00 at another time, that is all of the borrowed money, and I got it from baorders, for tan bark \$12.50, for timber \$142.80, rent \$200.00.

Ques. 19. Can you give me the dates of each item ?

Ans. I can not.

Ques. 20. I see you read from an account, when ~~did~~ was said account made off, and by whom, and if you answer by yourself, please state who assisted you, if any one, in making off said account?

Ans. This account was made off sometime last winter, Mr. Colson and I made it off.

Ques. 21. Did or not you and R. C. Brent live together, you live with him, or him with you, please state how that was ?

Ans. We all lived together.

Ques. 22. Was or not R. C. Brent married ?

Ans. He was ~~married~~ not married then.

Ques. 23. Who furnished the provisions, when you kept boarders?

Ans. Mr. Wheeler was living then, and by his consent the board money was paid to me.

Ques. 24. You say you made a deed for this land to Mr. Colson, trustee, when was that, and what was the consideration of said deed ?

Ans. 25- It was in 1896, or 1897, I think it was in November, the consideration was \$1250.00.

Ques. 26. How much did he pay down and how much remains unpaid ?

And when is the remainder due ?

Ans. He paid me about \$175.00, and the remainder remains unpaid,



and is due in about two years from now?

Ques. 27. You say you have his note, was there anyother agreement written or otherwise in regard to the sale of said land, except the note and the deed, if so, what ?

Ans. There was no other.

Ques. 28. Was or not Mr. Colson to pay the costs of this suit in case Mr. Hill got the land?

Ans. I know nothing about that.

Ques. 29. Do you know Jerry Wireman?

Ans. I know him.

Ques. 30. Shortly after this land trade between you and Mr. Colson trustee, and up in the neighborhood where you and Mr. Wireman lives, did you or not tell him that Mr. Colson was to pay the costs of this suit in case Mr. Hill got the land, and that you had his written agreement to do so, or words to that ~~xxx~~ effect ?

Ans. Objected to because no time is fixed, and no definite place--Colson.

Ans. I have no recollection of it.

Ques. 31. When did Mr. Colson give you his note spoken of above, and how long after the date thereof is it due, and does the same draw interest ?

Ans. About two years ago, about one month after the deed was made, I guess, and it reads two years after date, and I think it draws interest.

Ques. 32. Did you or not know at the time that you gave Mr. Colson, trustee, the deed, that you had not paid R. C. Brent \$1700. for that land ?

Ans. I did know that I had not paid him \$1700.00 for the land.

Ques. 33. I will ask you whether or not you attended school at Cumberland Gap, Tenn., in the fall of 1894.

Ans. I think I did.



Ques. 34. State how many and what months you attended school at Cumberland Gap?

Ans. Three months or a little over, I think it was in the month of September or October, I began.

Ques. 35. What month did you quit said school?

Ans. In November or December, I think, but I do know it was before the First of January 1895.

Ques. 36. Then if you attended three months or over, and quit before January the 1st, you entered school earlier than October, ~~did~~ you not?

Ans. I did.

Ques. 37. Where were you on the 11th day of ~~December~~ <sup>September</sup> 1894?

Ans. ~~xxxx~~ I do not know.

Ques. 38. For what years did R. C. Brent owe you rent, and how much per year?

Ans. I don't know.

Ques. 39. Did you or not have stock of your own to feed previous to ~~xxxxx~~ year and including the year 1894?

Ans. Yes, I did, but not very much.

Ques. 40. R. C. Brent did not farm very much during the years 1890, 91 ~~92~~ <sup>92-93</sup>, did he

Ans. I do not know.

<sup>Ques. 41.</sup> Was he not engaged in buisiness over near the depot during that time?

Ans. He was.

Ques. 42. From the year 1890 to 1894. did or not R. C. Brent allow you to trade at the stores on his credit?

Ans. He did some, all I wanted to.

Ques. 43. Who kept up the repairs and paid the taxes on the land ~~xxxxxx~~ from 1890 to 1894?

Ans. R. C. Brent paid the taxes, but there was not much repairing done. I guess.



Ques. 44. When was the contract for rent made between you and R. C. Brent ?

Ans. I do not remember, there was never no contract to it, he has told me though that he owed me so much rent.

Ques. 45. You knew nothing about <sup>it</sup> then except what Bob told you, did you?

Ans. I know what I thought.

Ques. 46. What did you think ?

Ans. I thought I ought to have some rent off of my part of the land.

Ques. 47. Did not Bob board you all that time when you were at home ?

Ans. Yes, when I was there, I visited a good deal.

~~Ques. 48.~~

~~Ans.~~

~~Ques. 49.~~

Ques. 48. Would or not the personally property named in the deed from R. C. Brent to you have paid all the debt you held against him?

Ans. I guess it would.

Ques. 49. At whose instance did you make the deed to W. G. Colson, <sup>Justice</sup>?

Ans. R. C. Brent and me talked it over and we thought that that was the proper way to do up business.

Ques. 50. Why did you wait so long after you executed the deed before you got Mr. Colson's note?

Ans. I do not know why.

Ques. 51. When was it he paid you the \$175.00 you speak of receiving from him ?

Ans. At different times, I do not remember the largest amount I ever received at any one time?

Ques. 52. How much has he paid you since he executed the note <sup>to you?</sup>

Ans. Since he executed the note he has paid me \$175.00.

Ques. 53. How much is that note, I mean what is the exact amount of money (it calls for ?



Ans. \$1250.00.

Ques. 53. You were mistaken then when you told me a while ago that he paid you \$175.00 and ~~paid~~ gave his note for the remainder due two years after date, were you not?

Ans. I have his note for \$1250.00 and have drew on that \$175.00.  
Ans.

Re-Examined.

Ques. I. From whom did you receive the information that the deed from ~~you~~ to R. C. Brent <sup>to you</sup> had been executed?

Ans. R. C. Brent.

Ques. 2. After its execution and acknowledgement by him before Ewing, what did he do with the deed as he informed you?

Objected to because self serving and hearsy, and therefore inadmissible--Blankenship for Pl'ff.

Ans. Gave it to George W. Blankenship to take to Jonesville to be recorded.

Ques. 3. Did he inform you that he had arranged with Blankenship and Ewing to pay the fees for recording?

Objected to because self serving as to R. C. Brent and hearsay as to this witness--Blankenship for Pl'ff.

Ans. He did.

Ques. 4 How long was this after its execution?

Ans. I do not remember--not very many weeks afterward, I do not think.

Ques. 5. ~~xxxxxx~~ Was there any understanding that you was to hold the property for him or was it to be yours?

Ans. There was no understanding about it. It was to be mine I xx recon after he made it over to me, I never heard anything to the contrary, I never heard anything about any way that I remember.

~~xxxxxx~~ I never heard anything about it going back to Bob.

Ques. 6. Please explain why you made said deed?



Ans. When the land was sold to Mr. Colson, I made him the deed because I wanted to and ought to.

Ques. 7. When did J. M. Wheeler, deceased, die?

Ans. In 1891.

Ques. 8. Who used your land the year after Mr. Wheeler's death?  
1892,  
And the next years, 1893 and 1894.

Ans. R. C. Brent, and got the proceeds.

Re-Cross-Examined.

Ques. 1. Did not R. C. Brent continue in the Saloon business over near the Depot, for at least two years after Mr. Wheeler's death, if not that long, how long?

Ans. I guess he did near about that time.

Ques. 2. Did he or not <sup>R. C. Brent</sup> farm much during the time he was in the saloon business?

Ans. I do not know, I did not pay much attention to the farming.

Ques. 3. How long after Bob told you that he had executed the deed to you was it before he told you he owed you the timber item ~~xxx~~ heretofore spoken of by you?

Ans. I do not remember exactly but it was very well understood for sometime that he got part of my timber. I mean shortly after he sold the timber.

Ques. 4. Do you know who he sold the timber to and how much he owed you, except what he told you?

Ans. No, Sir, I do not.

Ques. 5. Did not R. C. Brent simply tell you that he had paid Blankenship and Ewing ~~xxxxxxx~~ to write and take the acknowledgement of said deed, and that he conveyed them up to Ewing Depot from Walnut Hill for doing so?

Ans. He told me that he conveyed you all up to Ewing and that you were to have the deed recorded.

Ques. 6. When did you let R. C. Brent have the \$40.00 borrowed money spoken of before in your deposition?

Ans. I do not know what year it was in, but when he was in



the tan bark business.

Ques. 7. Was it not while you were in Lexington going to school ?

Ans. No, Sir, not that \$40.00.

Ques. 8. What kind of timber was it Bob got off of your land?

Ans. I think it was poplar, that was what I was told.

Ques. 8. Who told you how much he owed you for tan bark and when ?

Ans. R. C. Brent told me--just after I came home from Lexington.

Ques. 9. Had he got the tan bark while you were at Lexington ?

Ans. Yes, Sir.

Ques. 10. What year was that ?

Ans. It was in 1895 or 1896.

Ques. 11. How is it that you are charging R. C. Brent with an item for tan bark he obtained from you in 1895, or 1896, in an account you held against him ~~on~~ the 11th day of September 1894, please explain this ?

Ans. He made me the deed in 1894 and got the tan bark in 1895.

Ques. 12. Now Miss Allie, you say it was some weeks after R. C. Brent made the deed to you before he told you about it, please state how many weeks?

Ans. I do not know.

Ques. 13. You say there was no understanding that Bob was to get the land and property back that he conveyed to you, was there in fact any understanding at all about the matter in any way?

Ans. No, Sir, there was not that I know of. I took it for granted that it was mine after he conveyed it to me.

Ques. 14. The fact is Miss Brent, all that you know about that deed from R. C. Brent to you is what he, R. C. Brent, told you, weeks after it was made, is it not ?

Ans. He and others told me---R. C. Brent told me first--he told me before that he was going to make it.

Re-Examined.



Ques. I. Do you know the exact date when the tan bark was taken off of your land, of your own knowledge? What year.

Ans. I do not know, it was in the year 1895 to the best of my knowledge. That may be the right date, and it may not, any way I think it was while I was in Lexington, and that was in 1895, or 1896.

~~QUESTIONS ASKED BY YOU ARE ANSWERED BY THE DEPONENT~~

-----And further this deponent saith not.

A. L. Brent

State of Tennessee,

County, of Claiborne.

I, J. H. Quillen a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing depositions of C. R. Kesterson and A. L. Brent were duly taken, sworn to and subscribed before me, at the time and place and for the purpose mentioned in the caption of the same. Given under my hand, this the 3rd day of June 1898.

" J. H. Quillen, N. P.

N.P. Fes 6 hours @ 75 \$4<sup>50</sup>



The furthered Jurnment of taking Deposition  
in the abin styled case is taken to No.  
501, Morgan Street Knoxville, Tennessee  
at the residence of R. C. Besset -  
to be resumed on Saturday, at 12. Post. Monday -  
June 4<sup>th</sup> 1898 signed -  
June 3<sup>rd</sup>. 1898 - J. H. Quillen  
A. P.



J. B. Hill  
vs Depositions  
R. C. Brent

Received by mailing  
good condition and  
filed June 6th 1898  
A. B. Munsey Clerk

Defts



The depositions of William Hoskins, A.S. Jennings, G.W. York, A.H. Davis, J.B. Hill, James W. Orr, C.J. Campbell, J. H. Hall, S.T. Richardson taken at the Office of Orr & Blankenship, in

the town of Jonesville on the 14th day of February 1893, before-----  
N.A. Baker a Justice of the Peace in and for said County, which depositions are intended to be read as evidence in behalf of the Plaintiff in a certain suit in chancery now pending in the Circuit Court of Lee County, in which J.B. Hill is plaintiff and R.C. Brent and others are defendants:

Present J.B. Hill and B.H. Sewel and Orr & Blankenship his Attornies.

" W.G. Colson and C.T. Duncan Attorney for Defendants.

William Hoskins a witness of lawful age being duly sworn deposes and sa

Ques. 1. State whether or not you are acquainted with the parties to this suit.

Ans. I am.

Ques. 2. State whether or not you ever heard R.C. Brent or Allie Brent sa say anything in regard to a deed made by the said R.C. Brent to her, conveying certain lands and other property to her, and if so state what they said, and when and where it was?

Ans. Athone time R.C. Brent asked me to go and see J.B. Hill for him and tell him to come down to the depot and see him, and that he would make him a good deed to the land if he would pay him \$600.00, he went on to a say that the deeds he had made were a fraud or a swindle, I do not now remember which words he used. This was some time last spring, I cannot say what month it was. This conversation occurred south of my house in the state road. He made no statement to me of any particular deed.

So much of the foregoing answer as undertakes to state what was said by R.C. Brent in reference to deeds made by him being a fraud or a swindle, or as to his willingness to convey lands to J.B. Hill, is objected to to both by Allie Brent and W.G. Colson, because not made in their presene and any statements made by him after he had conveyed away said lands ca cannot affect his vendee.

Duncan for said Defendants

Ques. 3. State whether or not, you ever heard R.C. Brent or Allie Brent state anything in regard to a deed, made by them to W.G. Colson Trustee. and if so state what they said and when and where it was? And state in

answering this question whether or not they were speaking



in answering this question whether or not they were speaking of the deed made by them to W.G.Colson trustee or of the deed made by R.C.Brent to the said Allie Brent, or in regard to both of said deeds?

The foregoing question and any answer thereto is objected to by Allie Brent ~~XXX~~ as to any statement made by the said R.C.Brent, if any, as were not made in her presence, if said statements were made after the date of the deed to her from said R.C.Brent. And said question and any answer thereto are objected to by W.G.Colson Trustee, because he can not be affected or his rights prejudiced by statements made by his vendors after the conveyance to him.

Duncan for defts.

Ans. At the same time and place stated in my answer to the foregoing question, R.C.Brent said he had written to W.G.Colson two or three times for money, and that said Colson had not even answered his letters, and he said the deeds that he had made were a fraud or a swindle (as before stated) and that he wanted me to tell J.B.Hill to meet him at the depot and that he would make him a good deed to ~~both~~ the lands if he would give him \$600.00. He did not specify any deed to which he referred. He did not mention any deed to Allie or to Colson. From what ~~ZZZZ~~ he said he said I inferred that he was speaking of the deeds to Allie and to Colson.

of the witness

The inference <sup>^</sup> as to what said R.C.Brent meant, or the deeds that he referred to is objected to by the defendants, because the witness can only state what was said by the said R.C.Brent, and cannot state the inferences which he drew from it, it is for the Witness to state facts and the courts or juries to draw inferences.

Duncan for Defendants.

~~XXXXXXXXXX~~

Cross-Examined.

Ques. 1. Was Miss Allie Brent or W. G. Colson or either one of them present when R. C. Brent had the conversation to you which you have detailed?

Ans. No, Sir, they were not there.

And further this deponent saith not.

Witness claims / day 50<sup>c</sup>  
 25 mi. - Ba. W. H<sup>c</sup> 2.00  
 Total \$ 2.50

*Wm. H. Kins*



N. S. Jennings, another witness of lawful age being first duly sworn deposes as follows:-

Ques. 1. By Counsel for Plaintiff.

Are you acquainted with the parties to this suit ?

Ans. I am.

Ques. 2. State whether or not you ever heard R. C. Brent and Miss A. L. Brent say anything in regard to a deed made by R. C. Brent to A. L. Brent, and if so, state what they said about it, and when and where was it ?

Ans. I have heard R. C. Brent speak of it often and at different places. At one time at my house I heard Miss A. L. Brent say that she knew nothing in the world of the deed that her brother R. C. Brent had made to her. I do not remember the day and date, but it was after the attachment suit of Hill against Brent was instituted. I have heard R. C. Brent say different times that he had deeded the land to his sister A. L. Brent to beat a just and honest debt. He told me that he aimed to beat Brent Hill's debt by making the deed to A. L. Brent. He talked to me both before and after the levy of the attachment. At the time I levied the attachment R. C. Brent said to me that J. B. Hill might beat him on the attachment, but that he would beat him on the deed of trust.

The foregoing answer is objected to by W. G. Colson because he can not be effected in any way by statements made by his vendor's after the conveyance to him--Duncan, Attorney for W. G. Colson.

Ques. 3. State whether or not you ever heard R. C. Brent, Miss A. L. Brent, or W. G. Colson say anything in regard to a deed made by the said R. C. Brent and A. L. Brent to W. G. Colson, Trustee, and if you heard any of said parties speak in reference to said deed, please state what it was, and when and where was it ?

Ans. I don't know that I ever heard Mr. Colson mention it, but I heard R. C. Brent say that he had deeded this land to his sister for the purpose of beating Brent Hill out of a just and honest debt. I never heard either one of them mention the deed made to Mr. Colson, Trustee.

So much of the foregoing answer as details what R. C. Brent made about the deed of ~~himself~~ *himself to Allie Brent*



is objected to by W. G. Colson and Miss Allie Brent, because no statement made by said ~~xxxxxxs~~ R. C. Brent after the execution of said deed could in any way affect or prejudice the rights of his vendor, and because any statement made by said Brent after he had made said deed as to the purposes for which he made it, is in-admissible for any purpose----Duncan, ~~for the~~ *for the*.

Ques. 4. State ~~xxxxxx~~ whether or not you ever heard R. C. Brent or Miss A. L. Brent say anything further in regrd to debt R. C. Brent owed J. B. Hill, or in reference to deed to Allie Brent or W. G. Colson, Trustee?

Ans. I never heard ~~xx~~ Allie Brent say anything more about the deed than I have told you heretofore. R. C. Brent told me that Mr. Colson had not treated him right and he was going to join Brent Hill in a suit and beat him--said that he made that deed to ~~xxxxxx Colson~~ <sup>Allie Brent</sup> to beat a just and honest debt.

#### Cross-examined

Ques. 1. Was either Allie Brent or W.G. Colson present at any time when R.C. Brent had any of the conversations to you which you have detailed?

Ans. They were not.

Ques. 2. Was either R.C. Brent or W.G. Colson present when Miss Allie Brent told you she knew nothing of the making of said Deed to her?

Ans. No, Sir, neither of them was present.

Ques. 3. State as nearly as you can, when it was that Miss Allie Brent had had said conversation to you?

Ans. I can not state it with any certainty, but it was after I had served the attachment of ~~R.C. Brent~~ J.B. Hill against said R.C. Brent.

-----And further this deponent saith not.

Witness Claims 1895 50<sup>c</sup>

25-4<sup>c</sup> 2a. way 2 00

Total - \$2 50

*N. S. Jimmy*



C. W. Nash, another witness of lawful age, being duly sworn deposes and says:-

Ques. 1. Are you acquainted with the parties to this suit ?

Ans. I am.

Ques. 2. Did you ever have a conversation with R. C. Brent in reference to a deed made by him to A. L. Brent, and a deed made to W. G. Colson, Trustee, by him; the said R. C. Brent and A. L. Brent, or in reference to any part of the said transaction, if so, when and where ~~xx~~ was it, and what did R. C. Brent say about it ?

Ans. In last April R. C. Brent came to my store on Sunday, and we had a conversation, he said that Mr. Colson had not treated him right and he says I am going right now to sell my land to Brent Hill, and ~~xxxx~~ further said, I owe Brent Hill some money--its an honest debt--and I want him to have his money. He asked me to go with him. I did not go.

The foregoing answer is objected to by Allie Brent and W. G. Colson as to any statement made by the said R. C. Brent as to a sale of his land or as to the justness of the said Hill's debt--Duncan, for etc

Ques. 3. Did you ever have a conversation with Miss Allie Brent in regard to a deed made to her by R. C. Brent, if so, when and where was ~~it~~ it, and what did she say.

Ans. I had a conversation with her, but don't just remember that date, any way it was a short time before she went off, and I think it was in last November or December. She was at the P. O. at Gibson's Station, and she and I were going from the office towards Jerry Wireman's house, and I asked her when she would be back and she said she expected she would have to be back in March in the land suit between herself, Brent Hill and others. She said her brother Bob gave her that land and that she would have been foolish not to have taken it.

Cross-Examined.

Ques. 1. Was W. G. Colson present when Miss Allie Brent had the afore-said conversation.

Ans. No, Sir.

And further this deponent saith not.

Witness Claims / day 50.  
25-22. way - 40 \$ 2.00  
Total - \$ 2.50

C. W. Nash



Continued--February 15th 1898.

A. F. Davis, another witness of lawful age being first duly sworn, deposes and says:-

Ques. 1. Are you acquainted with the parties to this suit?

Ans. I am.

Ques. 2. Did you ever have a conversation with R. C. Brent in regard to his indebtedness to J. B. Hill, and his making a deed to his sister, Allie L. Brent, or in reference to any of these matters, if so, state when and where it was, and all that he said about them?

Ans. He and I were going along the road near Clint Campbell's toward Mr. Mays' and he got to talking about what he owed Mr. Hill, and he said he owed Mr. Hill some \$750.00 borrowed money--best I can recollect--he said Frank, I will tell you something if you will never tell it, and said I can beat Brent Hill out of a \$1000.00, or I am going to beat Brent Hill out of a thousand dollars, don't remember just which he said but it was one or the other---he said I have done deeded my land to Allie Brent my sister--said I have a sister that stands to me--whatever she has I consider mine. This was a little over a year ago, or about a year ago--do not remember exact date. Some little time after the above conversation he came to my house--I think it was after--that is my recollection now that it was after--and he said he needed some money, said he was going to see Brent Hill and sell out to him--said he was going to run a meat ex house or restaurant at Knoxville and needed some money---and came back by my house and said he did not trade with Mr. Hill, that Hill would not give him what he asked for his land, and he guessed they would not trade.

Objection--The foregoing answer is objected to as evidence by Miss Allie Brent and W. G. Colson--because made after the conveyances to them and can in no way affect their interests--Duncan, for, etc.

Cross--Examined.

Ques. 1. Was either Miss Allie Brent or W. G. Colson present at either one of the conversations which R. C. Brent had to you and which you have detailed above?

Ans. No, Sir.

Ques. 2. At the time of the first conversation were you on your way to May's still house or coming back?

Ans. On our way.

Ques. 3. Were you and him drinking any at the time?

Ans. No, Sir, we were not, at either one of the conversations.

-----And further this deponent saith not-

*A. F. Davis*

Witness claims ~~xxx~~

two days-----\$1.00.

20 miles, at 4c ea. way. 1.60.

Total,.....\$2.60. Paid by J. B. Hill, Plaintiff.)

-----J. B. Hill, another witness of lawful age, being duly sworn, deposes and says:-

Ques. 1. By Counsel for Plaintiff.

Are you the Plaintiff in this suit. Ans. I am.

Ques. 2. State whether or not R. C. Brent was indebted to you in any sum on the 11th day of September 1894, and if so, state how much he was indebted to you?

Ans. He was indebted to me at that time in the sum of \$394.24, by note bearing date Dec. 12th 1893, and he owed me an account besides amounting to some \$106.00, account and note amounting in the aggregate to the sum of \$501.00. This is the amount ascertained by settlement made between myself and R. C. Brent soon after, and this amount was due and unpaid to me on said date.

Ques. 3. State whether or not the said R. C. Brent was indebted to you



in any sum of money on the first day of January 1895, and if so, state how much he was indebted to you? And whether the same was evidenced by note or not?

Ans. Yes, Sir; he was indebted to me on that date in the sum of \$727.00 and gave me his note for it. This indebtedness was made up of the \$500.00 above spoken of and \$227.00 in cash I let him have on that day. When we settled as before stated he owed me on settlement \$501.00 but he asked me to make it even money and I did so giving him off the one dollar and making the total sum due me \$500.00, on the settlement.

Ques. 4. State whether or not the note sued on for \$727.00 and filed as an exhibit ~~xx~~ with your bill marked "A" is the note you refer to, and state whether or not you took any steps to have said note secured in any way, and if so, how did you get the same secured, and state further whether or not the said note is still due and ~~unpaid~~ unpaid to you?

Ans. The note filed as exhibit "A" with my bill is the note referred to; he gave me a mortgage on his land to secure the note--said mortgage is exhibited with my bill marked "B." Said note is still unpaid and is just and due to me.

Ques. 5. Is R. C. Brent indebted to you in any other sum, and if so, ~~xx~~ what and how evidenced?

Ans. He is indebted to me in the sum of \$331.13 and the costs of attachment suit in which I obtained judgement against him in the Circuit Court of Lee County, Virginia, and which judgment is exhibited with said bill marked "C." Said judgement is still due and unpaid to me.

~~Ques. 6. Does he owe you any other sum, and if so, how much, and when contracted?~~

~~Ans. The foregoing question and any answer thereto is objected to because it is not responsive to any allegation in his bill--Dun~~

Ques. 6. At the time of the execution of mortgage by R. C. Brent and wife--Marth Brent--did you have any knowledge of the deed from R. C. Brent to A. L. Brent for said land?

Answer. No, Sir, I did not know anything about it.

Ques. 7. Did R. C. Brent at the time give you any information in regard to said deed, or mention the matter in any way?

Answer. He did not.

Ques. 8. Who was in the possession of the land at the time you took the mortgage?

Ans. R. C. Brent, was living <sup>at the Brant houses on it,</sup> and cultivating the land. The Brent houses are on one parcel of the land, and he did so control it for that year--1895, and also for 1896.

Ques. 9. Were you acquainted with the personal property mentioned in the deed from R. C. Brent to A. L. Brent, and if so, please state what was its fair cash value at the date of said deed? And also what became of said property, if you know?

Ans. I was acquainted with said personal property, and I consider its fair cash value at the date of said deed to be for the horses and mules ---9 head--\$40.00 per head--\$360.00, at least; and the wagons--3--worth \$20.00 each--\$60.00; and his farming tools worth at least \$15.00; and the yoke of oxen \$40.00; and the young heifer--\$10.00; and his growing crop--I hardly know what to say; but think it worth \$50.00; and his household and kitchen furniture he turned that over to me last April at the price of \$54.00 in settlement of some he owed me and some debts I assumed to pay for him--as for his notes and debts I know nothing about them. This property remained in the possession of the said R. C. Brent after September 11th 1894, and he used it and disposed of it, he told me of selling and trading part of it himself. He told me he got \$60.00 for the oxen--he told me he sold one of the wagons to Henry Fugate and I think he said he got \$25.00 for it--he told me he swapped the black mules to Dan Littrell for a horse--he told me swapped one of the other mules to a traveler for \$12.00 and a cook stove. He fed his crop out to what stock he had and hauled it off to Middlesboro.



I do not know what he done with the heifer and the other two wagons.

Ques. 10. Did you ever have any conversations with R. C. Brent with reference to the deeds to A. L. Brent and W. G. Colson, Trustee, or in reference to yours and his matters here in controversy, if so, please state when and where ~~xx~~ it was, and what he said?

The foregoing question and any answer thereto is objected to by W. G. Colson and Miss Allie Brent because their interest can not be affected or prejudiced by any statements made by the said R. C. Brent since the conveyances made by him to the said Allie Brent and to the said W. G. Colson, Trustee--Duncan, for etc.

Answer. I had a conversation with him in regard to the Allie Brent deed in the latter part of May 1896, at my house--he had talked to me before about wanting to borrow some money--said he owed a note at the bank and wanted to pay it off--he come to my house to see if I would let him have the money--I told him I did not want to let him have the money, and he asked me why, and I told him he had made Allie a deed to all that he had, and if I let him have it he could take part of the money that I let him have and have the deed recorded and put me to trouble and probably cause me to lose the debt, and he said to me, you need not be afraid, that deed is not worth a dam, and added I would be a pretty fool to make Allie a deed to all I had, and he said raising his hand, if there is honor in my body, I will write to Sam Richmond and let him send me the deed and I will tear or burn it up before you. A short time after that I saw him and asked him if he had ever got the deed, and he said not, I have not, and asked me when I was going to town, I told him I guessed I would be up there in a few days, and he says you go ~~zz~~ and get the deed out of the Clerk's Office--I came to town and asked the Clerk for the deed ~~xx~~ and he, the Clerk, told me Gil Colson ~~x~~ had took it out of the office. After I went back I told R. C. Brent that Sam Richmond, the Clerk, said Gillis Colson took the deed out of the office, and he says that's alright, its no account no way--that is about all we talked about at that time. Last Spring I heard him talk about both deeds--I went down about the Brent place and met up with R. C. Brent down there about the time I got ready to start back, and he said he was coming up about the store and asked me if I was going up the road, and I told him yes, about that time Wm. Hoskins called to me, and I stopped to talk to him and R. C. Brent went on up to the store, and Hoskins and myself soon went on up there, and there I met up with R. C. Brent again, and he told me he wanted to sell me his land. I told him, Bob, you can't make me a good deed to it, unless you get Allie and Gillis Colson to sign it with you, and said further to him I did not want to buy a law suit, and he said to me, I know what I am talking about, and if you will give me \$600.00 and what I owe you, I will make you a good deed to my land. I asked him how he could make me a good deed with Gillis and Allie and Marth signing it, and he replied he was not married to Marth, and added them dam deeds are just a fraud to beat my just and honest debts. He then asked me when I would be ~~down~~ down again--said he wanted to go out in the ridges a peice. He insisted on me coming down and I finally promised to meet him at Neil Jennings next morning. I went down to Jennings' next morning and R. C. Brent came pretty soon after I got there. He said to me if I wanted his land ~~xx~~ I had better be talking up, and I told him that I did not want to buy it unless he could get Gillis ~~xxxx~~ Colson and Allie Brent to sign the deed and he said those deeds were all damd frauds, and that if I wanted his land for what ~~xx~~ he owed me and \$500.00 I could have it. At another time he wrote me a note to come down there that he wanted to see me on particular business, I went down, the land subject was raised again, and I told him I could not buy the land unless they would all sign the deed, and he says I don't see why, I could not make you a good deed, its all fraud, and added that he got mad when I attached the land and that he and Allie made Gil. Colson that deed to beat me. I told him I had seen a lawyer that day--Judge Orr--and that he had advised me not to buy the land unless they would all sign the deed--he, R. C. Brent then asked where Orr was and said that he wanted to see him--said he would get on the train next morning and go and see Orr. I told him Mr. Orr was intending to stay all night at Mr. M. S. Ball's. I told him where I would be next day and told him to stop with me as he came back from Ewing if he went up there to see Judge Orr--he came to where I was next day ~~about~~ and said he had been to see Judge Orr ~~and~~



and had talked with him--this was about the middle of April 1897, to the best of my recollection. I asked him what Judge said and he replied about what I had told him. He then said to me--Can't I join you in a suit, me and Allie will both swear that the deed was made to beat you in the collection of your debt. I told him I supposed he could, that I did not know much about law--he said Orr told him I could. He said I have got to have something out of my land--that was a damned ~~fraud~~ fraud and that he was not going to give Gil Colson his land for nothing. He got off a few steps from me and asked me what would I give him of my land besides what he owed me--and I told him I had offered him \$1500.00 for his land and that I thought that was about all it was worth and he said he would take \$1700.00 for it and I told him if he would make me a good deed I would give him the \$1700.00, and we parted at that. In a few days after that I saw R. C. Brent and asked him if he had ever seen Colson and he said yes, he had, and said he asked Gillis for some money and ~~said~~ said if he wanted any money he could go down and ~~terit~~ <sup>get</sup> it. I told him then I could not fool with the land unless they would all sign the deed, and he said he was going to write to Allie and he wrote a letter and showed it to me, and stated in the letter to Allie that she knew the deed was fraudulent and done to beat me, and he got an answer from Allie, but she did not answer any of his question and I told him I would have nothing to do with the trade further, and that I would let the suit go on and try to collect my debt. He then said he was going back to Knoxville, and said though that he would join me in the suit, and that he would be up here the first of June at Circuit Court. He then went off and I never saw him any more.

In addition to the objection to the question to which the above is an answer the defendants object to the statements of S.V.F. Richmond, Clerk, James W. Orr or any other person, the same being hearsay. And they further object to the statement of what was contained in the letter of R.C. Brent to Allie Brent or of Allie Brent to him because the said letters are the best evidence as to what they contain.

Duncan, for &c.

Ques. 11. At the time that you say you called at the Clerk's office by direction of R. C. Brent for the Allie Brent deed and was informed by the Clerk that Mr. Colson had taken it out of the office, did you then ascertain from the Clerk whether or ~~ex~~ not the deed had been recorded?

Ans. I asked the Clerk if said deed had been recorded and he informed me that it had not.

Ques. 12. When did you first learn or have knowledge of the deed from R. C. Brent to A. L. Brent, his sister?

Answer. It was in the Spring or early part of the Summer of 1895, at the Clerk's Office, when I was paying the Clerk for recording my mortgage, that he informed me of the Allie Brent deed. That is the first I ever knew of it. The Allie Brent deed had not then been recorded.

Ques. 13. Did you ever have any conversation with A. L. Brent in reference to the deed to her or the one to W. G. Colson, Trustee, if so, when and where was it, and what was said?

Answer. Soon after I found out about the deed as spoken of above at the Clerk's Office, A. L. Brent came to my house, and I was telling her about it, and she replied, ah, you know he has not done that, and I told her ~~xxxxx~~ yes, there was a deed up there to her from R. C. Brent, and that the consideration was \$1700.00, and she replied you all know that I never had that much money in my life, said she only had what money her aunt Nan had given her--she said Bob. had better sell his land and pay his debts. Sometime after that she was up there again and talked about the same talk. All the talk I ever had with her about the Colson deed was when I said to her that I had understood she and Bob had made Mr. Colson a deed and she replied that what she and Colson and Bob done was their own business. Sometime last Fall I said something to her about the deed from Bob to her and she just replied that Bob gave her the land and she would have been a fool if she had ~~not~~ not taken it.

Cross-Examined.

Ques. 1.--You state in answer to question no. 2. that R.C. Brent was indebted to you on the 11th day of September 1894 in a note for \$594.24 bearing date 12th day December 1893 and that he owed you an account besides amounting to ~~the sum of~~ <sup>Saved</sup> \$106.00. Please state where said note is? What it was executed for, and what was the items composing the \$106.00?



Ans.--I delivered the note to Bob when he made me this other note. I do not know what he did with it. It was executed for cash. Part of the \$106.00 was for cash and probably part was for corn. I think probably a part of it was money I loaned him to buy the young mules which he conveyed to Allie in this deed.

Ques.2.--When did you let him have the \$594.24 in cash?

Ans.--It was at different times along. We ran an account and settled up and he owed me that much.

Ques.3.--Was that account kept in writing? If, so please file it with your deposition.

Ans.--It was in writing. I havn't it with me. I do not know ~~xxxx~~ where it is. Probably I could find it if I were at home.

Ques.--When did you make the settlement, when it was ascertained that R.C.Brent owed you \$501.00?

Ans.--I do not remember what date, but it is my impression that it was in December 1894. The note is dated 12th Dec. 1895, and was given twelve months after date. I think it was about the time said note became due that the settlement was made and it was ascertained that he owed me \$501.00.

Ques.--At the time you made that settlement was any note given?

Ans.--No, there was no note given that day.

Ques.--You state in answer to question 3. that on the 1st day of January 1895 Mr. Brent owed you \$727.00. Please state how much money you let him have on that day, and if the \$500.00 or \$501.00 was included in that \$727.00.

Ans.--I let him have \$227.00 on that day. The \$500.00 or \$501.00 was included in the \$727.00.

Ques.--Was the \$727.00 written on the 1st day of January 1895?

Ans.--I think I had the note written in blank before that day. The amount, my name, and the date were filled in on that day.

Ques.--Was not said note originally dated on the 3rd day of January 1895? And has it not been since changed by putting in "1st" in a different kind of ink?

Ans.--It looks like it might have been, sir.

Obj.--The foregoing question and any answer thereto are objected to because ~~xxxxxx~~ The defendant, R.C.Brent, in his answer, admits the due execution of the note and mortgage sued on.

B.H.Sewell and Orr & Blankenship, for plff.

Ques.--What was the original date written in said note before it was changed?

Obj.--This question and any answer are objected to for the reason assigned above and because there is nothing in the pleadings that put that matter in issue.

B.H.Sewell and Orr & Blankenship for plff.

Ans.--I can't tell. If it was changed it was changed by his ~~xxxx~~ agreement. I know we agreed for the mortgage to go for two years. It might have ben the 3rd and it might have been the 23rd for all I know.

Ques.--Please state if whose hand-writing said "1st" is ~~inf~~ and if it is not in a different ink to that in which the name "R.C.Brent" is in?

Ans.--I can't tell in whose hand-write it is unless it is mine. I can't tell whether it is in different ink. It looks deeper, like it is a heavier stroke of the pen or something.

Obj.--The foregoing question and answer are objected to because of the reasons above stated, The defendant having admitted the due execution of the note, no inquiry can be gone into.

B.H.Sewell and Orr & Blankenship, for plff.

At the time of the execution of the mortgage or before it was executed did not R.C.Brent tell you that before that he had executed a deed by which he had conveyed his lands to his sister, Allie Brent?

Obj.--The foregoing question is ~~stated~~ because no place is stated.

*objection to*



Ans.--No sir, he never did.

Ques.--Where was said mortgage executed?, that is, where was it signed by R.C. Brent, and where was it acknowledged by him?

Ans.--At the Brent place in the Brent house.

Ques.--Now, on the day said deed was acknowledged, to wit, on the 26th day of January 1895, or on the 24th day of January 1895, the day said mortgage bears date, at said Brent place, in this County, did not R.C. Brent tell you that he had prior thereto executed a deed conveying his lands to Allie Brent?

Ans.--No sir, he did not. He never did tell me any such thing.

Ques.--You state that at the time said mortgage was executed that R.C. Brent was living at the Brent houses on one parcel of the land described in said deed, that he was cultivating the land, and in control of it. Where was Allie Brent living at that time?

Ans.--I think she made her home there with Bob. I think she had been going to School at Cumberland Gap the Fall before.

Ques.--Where did she make her home during the years 1895 and 1896?

Ans.--I think she went to Lexington, Ky. in Feby. 1895 and stayed there until June 1895. She then stayed there with Bob, was sometimes down at Jerry Wireman's. She kept her things there at the Brent place and I think they are there yet.

Ques.--Was Miss Allie Brent or W.G. Colson ever present at any of the conversation which you have testified to between R.C. Brent and yourself?

Ans.--No sir.

Ques.--Was W.G. Colson ever present at any of the conversations to which you have testified as occurring between you and Miss Allie Brent?

Ans.--No sir, I think not.

Ques.--Were you not examined as a witness in your own behalf at the March term, 1897, ~~on the trial of the attachment case against R. C. Brent~~, and in that trial did you not testify that at the time you took your mortgage you knew of the existence of the deed of R. C. Brent to Allie Brent, but that you did not ask it any odds, or words to that effect?

Answer. I was examined as a witness in the trial of that cause. I did not testify that at the time I took my mortgage that I knew of the deed from R. C. Brent to Allie Brent, and that I did not ask it any odds, or words to that effect. ~~xxxxxxx~~

Ques. You did ~~xxxxxxx~~ know, did you not of the existence of said deed when you let R. C. Brent have the money constituting the indebtedness for which you obtained the judgement against the said Brent at the March term 1897, of the Circuit Court of Lee County?

Answer. I did sir, but on the strength of what both Bob and Allie told me I let him have the money--thinking there was nothing in the deed.

Ques. A short time before the execution of the deed of trust or mortgage and about the time or just before you let R. C. Brent have the \$227.00 to which you have testified, and which is included in the \$727.00 note, did not you and R. C. Brent go in company to the house of W. G. Colson and was not the fact of ~~you~~ having made the deed to Miss Allie Brent talked over by and between you and the said Brent and W. G. Colson?

Answer. No, Sir. Bob and myself went there one time together, don't remember the time, Bob said he wanted to borrow some money from Gil., and they, Bob. and Gil. talked together not in my presence--don't think I got off of my horse, as best I remember, Bob and myself went on from there together to Middlesborough, Bob said he had an order from Gil to Fitzpatrick in Middlesborough.

Ques. Was not that just a short while before you let Bob Brent have said \$227.00, and on that occasion did not you at Mr. Colson's home take him, Colson, out and have a private conversation with him, and tell him that Bob Brent was wanting to borrow money from you, and further tell him that Bob had conveyed his land to Allie, and ask his opinion about it?



Answer. No, Sir, I did not.

Ques. And in the same conversation and at the same time and place did you not ask Mr. Colson if he had anything against R. C. Brent's ~~land~~ land?

Answer. No, Sir, I did not.

Ques. At the time you were creating these debts mentioned by you and now claimed as being due to you from R. C. Brent did you not know that he had got money from Miss Allie Brent, which was still due to her and which he was paying or settling in the land conveyance to her?

Answer. No, Sir, I did not. I did not know he was indebted to her.

Ques. Did Miss Allie Brent never consult you about letting R. C. Brent have money and about the sums that he owed her?

Answer. I have heard Allie say Bob owed her seventy-five cents or a dollar, or something like that. No, she never consulted me about her letting Bob have money, or about any sums that he owed her.

Ques. Has the tract of land devised by Nancy K. Hurst to you and R. C. Brent ever ~~partitioned~~ partitioned between ~~xxxx~~ you?

Answer. No, Sir.

Ques. Who was in possession of your part or interest in said land for the years 1895-6?

Answer. The land was temporarily divided for the two years--1895-6, that is on the South side of the road. I was in possession of my part during those years according to the temporary partition.

Ques. Do you know whether he was paying Allie rent for it or not?

Answer. No, Sir.

Ques. Has the land which was owned by Allie and Bob and which descended to them from their mother ever been partitioned between them?

Answer. Not that I know of.

Ques. Do you know under what arrangements the said R. C. Brent used and cultivated that parcel of land for the years 1895 and 1896?

Answer. If I am not mistaken that land was rented to Rolly Dingus in 1895, and in 1896, Bob sowed it in oats. I don't know about Allie's and Bob arrangements.

Ques. In answer to question 9 you have given an estimated value of the personal property embraced in the deed of R. C. to Allie Brent in separate items, now, will you please state what that aggregate value is if you have added up the separate items which you have given?

Answer. \$589, but I am satisfied that said personal property was really worth more than my estimate of it.

Ques. Did you know of Miss Allie Brent selling or getting the use of any of said ~~xxxxxxx~~ personal property named in said deed?

Answer. No, Sir, I did not.

Ques. What was the fair cash value on the 11th day of September 1894, of the land or interest in land <sup>conveyed</sup> by R. C. Brent to Allie Brent?

Answer. I think \$1500.00 a reasonable fair cash value.

#### Re-Examination.

Ques. 1. At the trial of the said attachment case of yourself vs. against R. C. Brent above referred to, state whether or not the said R. C. Brent was sworn and examined as a witness in said case for ~~himself~~ himself?

Ans. He was.

Ques. State whether or not the said R. C. Brent in testifying in said attachment case testified in the presence of W. G. Colson that he then owned all of his land and had not conveyed any of it to any one--including the land here in controversy?

~~xxxx~~ Objected to by all of the defendants, because irrelevant and immaterial, and because his testimony on that trial can only be used for the purposes of contradicting him should he make a different statement at some other time---Duncan, for, etc.

Answer. He did.

And further this deponent saith not.

J. B. Hill



James W. Orr another witness of lawful age being duly sworn deposes and say:

Ques. 1. Are you acquainted with the parties to this suit?

Ans. I am acquainted with J.B. Hill R.C. Brent and W.G. Colson, I have seen Miss Allie Brent, I am not acquainted with Martha Brent.

Ques. 2. State whether or not you ever had any conversation with R.C. Brent in regard to a deed made by him to Allie Brent or a deed made by him and Allie Brent to W.G. Colson trustee, and if so when and where was it, and state what the said R.C. Brent said in regard to said deeds?

Ans. Some time last spring probably in April, I went in company with H. C. Joslyn to the neighborhood where W.R. Boles lives, he for the purpose of viewing a road, and I for the purpose of looking at some land and timber owned by A.M. Goins and myself, we staid all night with said Boles, the next night we came back to M.S. Ball's and staid all night, next morning we started home traveling in a hack drawn by mules, and at or near Fwing Virginia, just after the train had passed up the road, we met R.C. Brent and he stated that he wanted to see me, and I got out of the hack and we stepped to one side, and he commenced talking about his and Mr. Hill's matters, he stated that he had sold or thought he could sell his lands to Mr. Hill for a price that would leave him about \$400.00 over and above what he owed Mr. Hill, and wanted to know if his deed to Hill would not be all right, I told him I did not think that Mr. Hill could safely buy the land on account of the deed to W.G. Colson without said Colson joining in the deed to said Hill, he insisted that he could not see why his deed would not be sufficient as the deeds to Allie and Colson were fraudulent, and went on to state that there was nothing in the deed to Colson, and that Colson had not treated him right and that he was satisfied that he aimed to beat him out of what he had, and in his talk used this expression, two or three times, in speaking of the deed to Colson, "that it was a fraudulent deed executed for the purpose of avoiding the payment of a just debt," I was impressed with the accuracy of his expression in expressing his idea, he stated that the \$400.00 that he would get from Mr. Hill would give him some money to go on and that he did not think he would get anything from Colson, and I think he said he had made a mistake or acted the fool in making the deed to Colson, I suggested to him that if he and Mr. Hill had agreed or could agree about a trade, and there was nothing in the deed to Colson, that probably Mr. Colson would join in a deed conveying the land to Mr. Hill, and for him to see Mr. Colson and see if he would not do so, and I also suggested to him that if Mr. Colson would not join in such a deed and he and Mr. Hill agreed about a price for the land, and a price that Mr. Hill would pay him in any event, that the only course that I knew was for Mr. Hill to bring his suit and sell the land to pay his mortgage and judgement and to set aside the deeds to Allie and Colson, and that his evidence would be important to Mr. Hill in said suit. I think this was about what occurred between us.

The foregoing ~~XXXXXX~~ answer is objected to as evidence by W.G. Colson and Allie Brent, the same having occurred long after the execution of the deed to Miss Allie Brent and the deed to W.G. Colson, and said statements could not be used in any way to prejudice their rights under said deeds, it is further objected to because the witness undertakes to give his impressions of what he is pleased to term the accuracy of the said Brent's statements in reference to said deeds being fraudulently executed, and further because, the witness undertakes to detail as evidence all the statements made by him to the said R.C. Brent.

Duncan for said Defts.

#### Cross-Examined

Ques. 1. Did Mr. Brent consult you, as an Attorney in reference to said Deeds?

Ans. He did not, I did <sup>not</sup> so understand him.

Ques. 2. Then it was only as a private person and not as a lawyer that he was consulting you.

Ans. I understood him as consulting me only as a private person, if I had understood him as consulting me as a lawyer I should have told him I was Mr. Hill's Attorney. He said nothing about wanting to employ me.

Ques. Did he not consult ~~with~~ with reference to getting rid of said deeds?

Ans. I don't know that he did, I gave him some suggestions along that line



Ques. 3. Did you not among other things advise him that the best way to get rid of said deeds was to let Mr. Hill go on with his suit, and to act in concert with Mr. Hill who was then your client?

Ans. I advised him to see Mr. Hill and if he and Hill agreed upon a price in regard to the land, to see Mr. Colson and ascertain if he would not join in a deed to him, but if he would not I did not know of any other way but for Mr. Hill to proceed with his suit to foreclose his mortgage, and I informed him that his evidence would be important to Mr. Hill in the suit in setting aside the deeds as fraudulent.

And further this deponent saith not.

*Witness Claims / 14th 500*

*James W. Carr*

February 17th 1893. Depositions continued by agreement.

C. Y. Campbell, another witness of lawful age, being first duly sworn, deposes as follows:-

Ques. 1. Are you acquainted with W. G. Colson, R. C. Brent and A. L. Brent?

Ans. I am.

Ques. 2. Did you hold any official position in this county in November 1896, if so, what?

Ans. I was Justice of the Peace.

Ques. 3. Did you at any time take the acknowledgement of a deed from A. L. Brent and R. C. Brent to W. G. Colson, and if so, state when and where you took said acknowledgement?

Ans. I did take the acknowledgement of A. L. Brent and R. C. Brent to a deed to W. G. Colson, I don't know that I can give the exact time, but it was at W. G. Colson's residence, on the day that I taken the acknowledgement to the deed, it was the day of the investigation trial of Mc Rains and William Miller at Cumberland Gap, before J. C. Noel, a Justice of the Peace--the investigation by said Noel was in regard to illicit sale of liquor by said Miller and Rains, and I was summoned before Squire Noel on that day as a witness--had attended and was on my way home when I took said acknowledgement to said deed.

Ques. 4. Did you ~~xx~~ ever at any other time take the acknowledgement of any other deed between the same parties?

Ans. No, Sir, I did not, to my recollection.

Ques. 5. I now show you what purports to be a copy of a deed from A. L. Brent and R. C. Brent to W. G. Colson, please state whether or not this copy describes the real estate that you understood that was conveyed in the deed to which you took the acknowledgement, if you had any understanding or information on that subject?

Ans. This describes the land--(the copy shown me.) that I understood was conveyed in the deed to which I took the acknowledgement.

Ques. 6. State whether or not the deed to which you took the acknowledgments of A. L. Brent and R. C. Brent had been written before the parties appeared before you to acknowledge the same, or was it written in your presence?

Ans. <sup>Sub</sup> The <sup>was</sup> prepared when they appeared before me to take their acknowledgements.

Ques. 7. Had the certificate already been written, did you write the certificate and date the same at the time?



Ans. I did not write and date the certificate at the time, it had already been written--I simply signed it.

Ques. 3. With whom did you leave the deed ~~xx~~ after signing the certificate?

Ans. W. G. Colson.

~~xxxxxxx~~2. And further this deponent saith not.

Witness claims

2 days — \$1.00

W. G. Campbell.

Miles 28 each way —

@ 4¢ per mile — 1.84

Total — \$2.84 — paid by Plaintiff J. B. Hill.

Virginia, Lee County, to-wit:

The further taking of depositions in this case is continued, until ~~Saturday May 26, 1898~~ <sup>by agreement</sup> 1898, at 9 O'clock, at the office of Orr & Blankenship, in the town of Jonesville, Lee County, Va., this the 17th day of February 1898.

12 hrs — to this date.

W. G. Baker J.P.

-----Met pursuant to adjournment, at the office of Orr & Blankenship in the town of Jonesville, Lee County, Virginia, on this the 26th day of May 1898. Present:— C. T. Duncan, Counsel for Defendants, and Orr & Blankenship, and B. H. Sewell, Counsel for Plaintiff.

---J. C. Noel, another witness of lawful age being duly sworn deposes and saith:

Ques. 1. Did you hold any official position in this county in Novr. and Decr. 1896, if so what was it?

Ans. I was a justice at those dates.

Ques. 2. Did you as such justice investigate charges against William M Miller and Mack Rains for selling liquor unlawfully at Cumberland Gap in this county on or about the 5th day of Decr. 1896?

Objected to, because the investigation of a whiskey case against Miller and Rains or any body else is totally immaterial to this enquiry.

Duncan for Defts.

Ans. I held such an investigation, and judging from a warrant of seizure issued by me I take it to be the 5th day of Decr. 1896. The warrant of seizure is dated



(16)

is dated on the 5th day of Decr. 1896, and was intended to be the date of said investigation.

Ques. 3. Do you remember Justice C.Y. Campbell being a witness before you in said investigation and present on that day?

Ans. I do he was there as a witness.

Ques. 4th. Did you ever have an investigation at that place, of that character against Miller and Rains at any other time?

Ans. I don't remember that I ever did.

Ques. 5th. Do you remember to have held any such investigation at that place prior to the 5th day of December 1896?

Ans. I have no recollection of such, and am satisfied that I never did.

Cross-Examined.

Ques. 1. How many times did you go to Cumberland Gap in reference ~~Ans.~~ to the unlawful sale of liquor by Miller & Rains?

Ans. I do not remember but one time.

Ques. 2. Were the warrants issued by you issued at Cumberland Gap, or at Pennington Gap, or where?

Ans. Some of them were issued at Cumberland Gap, on the day of investigation, and some were not issued until I came back home to Pennington Gap.

Ques. Were those which you issued at Cumberland Gap, and on the day of the investigation typewritten or written with a pen?

Ans. They were written with a pen, I think, do not think we had a typewriter along.

Ques. The warrant to which your attention has been called is typewritten, where are the warrants that were written with a pen on that day?

Ans. They were all filed in the office of the Clerk of the County Court.

Ques. Have you any independent recollection of what day you held said investigation other than what you get by looking at this typewritten warrant?

Ans. Not as to the exact date, but I remember that it was in December.

Ques. What is it that fixes it in your mind that it was in December?

Ans. We appointed a date for trial some ten days or two weeks afterward to be held at Ewing, and on that occasion Hubert Haws made complaint against Miller & Rains for selling whisky, and the date of that

warrant is December 15<sup>th</sup> or 16<sup>th</sup> or somewhere along



there. I saw said warrant in the Clerk's office a week or two ago.

Ques. Did you designate that date <sup>of trial at Ewing</sup> in or on the warrant, which bears ~~that~~ date on the 5th day of December 1896 ?

Ans. I do not see the date so designated on the warrant shown me, and I suppose I did not, on it. There were some warrants of arrest issued against William Miller and Mack Rains on the date of investigation at Cumberland Gap; they were arrested there and lawyer Colson representing said Miller and Rains entered their appearance for the day of trial set for Ewing.

Ques. What is the dates of those warrants of arrest ?

Ans. I have not seen them sinnce they were filed in the Clerk's Office but am satisfied that they bear the same date as the warrant I see here bearing date Dec. 5th 1896., that is the warrants of <sup>referred to above</sup> arrest issued at Cumberland Ex Gap.

----And further this deponent saith not.

Witness claims one day .50c.

*J. B. Noel*

-----S. V. F. Richmond, another witness of lawful age, being duly sworn deposeeth and saith:-

Ques. 1. Did you hold any official position on the 19th day of September 1894, and if so, what ?

Ans. I did, was Clerk of the County Court of Lee County, Va, and still hold said office.

Ques. 2. Please state anything you may know in regard to a deed ~~fr~~ from R. C. Brent to A. L. Brent, dated Sept. 11th 1894 ?

Ans. George W. Blankenship brought this deed to my office, according to my endorsement on the back of said deed, on the 19th day of September 1894. Mr. Blankenship said to me that Mr. Brent wanted the deed recorded, and I told him I could not record it until the tax was paid, and I think that Blankenship said <sup>all</sup> he had to do with said deed was to bring it to the office and he left it there. I then endorsed on the back of said deed " Filed September 19th 1894, S. V. F. Richmond, Clerk," and put the deed in a place different from where I keep the deeds that I file for record--sometime after this--September 19th 1894, Mr. R. C. Brent came into my office, and I told him that his deed was in my office and that if he would pay me the tax on the deed I would record it and give him time on my fee, and he said he would see me in a short time, but he did not return until a year or so after that time he and W. G. Colson were in my office and the deed was taken out of my office and was returned to me by Mr. Colson together with the deed of R. C. and A. L. Brent to W. G. Colson, Trustee, I think Colson took the deed off, that is my recollection, and that was between the 19th day of September 1894, and the time Colson returned the said deed together with the R. C. and A. L. Brent deed to him, which I received from Mr. Colson by mail, on the 11th day of December 1896, according to the endorsement on the back of said deeds. Mr. J. B. Hill



either gave me to record or sent me by mail to record a deed of trust or mortgage from R. C. Brent and wife--this was sent to me or received by me on the 29th day of January 1895, and after this when I returned Mr. Hill's deed of trust or mortgage to him after the same had been recorded and in my office, and I either called his attention to the R. C. Brent deed to A. L. Brent, or he asked me if there was any thing ahead of him, and I told him of the R. C. Brent deed to A. L. Brent and that it had not been recorded and that I would not record it until the tax was paid.

Ques. 3. Please state who erased the endorsement on the deed from R. C. Brent to A. L. Brent of which you have just spoken, and if done by you why you did it ?

Ans. I erased it, and done it because that I did not intend to record it until the tax was paid. I thought if any question come up about it it might be contended that it was filed for record and I never intended said endorsement for such, that is that it was filed for record.

Ques. 4. Did you make another endorsement on said deed, and if so what was it, and why did you make it ?

Ans. I endorsed on the deed "Filed for record Dec. 11th 1896, at the request of Mr. Colson, the tax for recording being paid by said Colson, and recorded it as of that date.

#### Cross-Examined.

Ques. 1. You say that you scratched out the endorsement on the deed "Filed September 19th 1894," when did you scratch that out ?

Ans. I believe it was the day that I delivered Mr. Hill his deed. This was after I had recorded his deed.

Ques. 2. Did he request you to erase that endorsement ?

Ans. He did not.

Ques. 3. How come you to scratch it out on that particular day ?

Ans. Because as I stated before, something was said about the deed of R. C. Brent to A. L. Brent, and I got the deed and scratched that out.

Ques. If you had not intended said endorsement as a filing of said deed for ~~xxxx~~ record at the time you made it, why did you think it ~~xxxx~~ necessary to scratch it out ?

Ans. One reason ~~xxxxxx~~ was that I generally had some one in the office recording deeds for me, and they might have gotten hold of said deed and recorded it through mistake; another reason was ~~xx~~ I scratched it out because I did not intend to record it unless the tax was paid, and another was the deed was not marked in the usual way I marked deeds filed for record.

Ques. If you were afraid that some of your employees might get hold of said deed and record it, because of said endorsement being on it, why did you put it on it in the first place ?

Ans. Because I think Mr. Blankenship asked me to note the date it was filed in the office.

Ques. Did you ever notify Miss Allie Brent that you had refused to record said deed, because the tax was not paid ?

Ans. No, Sir. I understood that I was dealing with R. C. Brent and called his attention to it before the ~~xxxx~~ deed was presented for ~~xxxx~~ record. I never was requested by A. L. Brent ~~xxxx~~ to record the deed.

Ques. Were you requested by anybody to record it when it was first delivered there, if so, who ?



Ans. Mr. Blankenship said there was a deed that Mr. Brent wanted recorded when he brought it there.

Ques. Did not the deed by the endorsement on the back of it show that it was a deed from R. C. Brent to A. L. Brent ?

Ans. It did.

Ques. You state that this deed was afterwards taken out of the office by W. G. Colson, did he have any written order from Miss A. L. ~~Brent~~ Brent for its delivery to him.

Ans. No, Sir. He and Mr. R. C. Brent were in my office together when the deed was taken out.

Ques. So far as you know did Miss Allie Brent have any knowledge of the fact that said deed was taken out of the office by R. C. Brent and W. G. Colson ?

Ans. She did not so far as I know.

Ques. How long was the deed kept out after it was taken out by these gentlemen ?

Ans. I believe it was taken out during the November term of the Circuit Court 1896, and was returned at the date it bears filed for record.

Ques. If you did not intend to ~~receive said deed from Mr. Blankenship~~ record said deed why did you receive it from Mr. Blankenship and mark it filed September 19th 1894 ?

Ans. I marked it filed at Mr. Blankenship's request, but then and there told him I would not mark it filed for record, and he, Blankenship said he would call Mr. Brent's attention to it. I think I offered the Deed back to Blankenship before I marked it filed and he requested me to let it ~~stay~~ in the office as he had been requested to leave it ~~the~~ there.

Ques. Why did you receive said deed in the office without the tax being paid if you did not intend to record it until the tax was ~~paid~~ paid ?

Ans. I simply allowed it to be left there at Blankenship's request, he stating that he had agreed to leave it in the Clerk's office, and wanted some memorandum on it to show when he left it there. I have received a great many deeds not intended to be recorded at the time there were left, and deeds of that kind are in my office now.

Re-Examined.

Ques. 1. Did A. L. Brent <sup>or</sup> R. C. Brent at any time request you to record said deed until on the 11th day of December 1896, you was requested to record the same by W. G. Colson ?

Ans. They did not in person, and only as before stated.

And further this deponent saith not.

Witness claims, one day, .50c.

J. T. L. Richmond

memo 2 hrs. May 26, 1898.



Virginia, Lee County, to-wit:

I, W. A. Baker, a Justice of the Peace in and for the County of Lee, and State of Virginia, do hereby certify that the foregoing depositions of William Hoskins, N. S. Jennings, C. W. Nash, A. F. Davis, J. B. Hill, James W. Orr, C. Y. Campbell, J. C. Noel and S. V. F. Richmond, were duly taken, sworn to and subscribed before me ~~and~~ at the place and times and for the purposes mentioned in the caption of the same. Given under my hand, this the 26th day of May 1898.

W. A. Baker

J. P.



Atlanta, this 10th day of May, 1898.

I, W. A. Baker, a Justice of the Peace in and for the County of DeKalb,

do hereby certify that the foregoing deposition

was taken and for the purposes mentioned in the caption of the

same. Given under my hand, this 10th day of May 1898.

W. A. Baker

J. B. Hill  
vs. J. C. Hill

Depositions.

Costs

W. A. Baker J. P. \$10.50

Witnesses

Wm. Hastings 2.50

R. S. Jennings 2.50

C. M. Nash 2.50

A. F. Davis 2.84

Gay. Campbell 3.00

J. R. Orr 5.00

J. C. Wall 5.00

E. V. F. Richmond

Total \$24.84

Filed May 26th 1898

A. B. Manning Clerk



J. B. Hill, Plaintiff.

Against ( In Chancery.

R. C. Brent, et als., Defendants.

This cause came on again this day to be heard upon the papers formerly read therein and the report of sale of B. H. Sewell, Special Commissioner filed in the cause October 31st 1893, and supplemental report of said sale filed November 9th 1893, and the written assignment filed with said supplemental report marked " A," and was argued by counsel. On consideration thereof, and said report and supplemental report being unaccepted to, *and by agreement of the parties and their counsel,* ~~and~~ it is adjudged, ordered and decreed that said reports and the sale therein reported be, and are hereby, confirmed; and which sale is confirmed to J. M. Wheeler instead of George Vanbeber, Trustee--it appearing from said written assignment that the said George Vanbeber, Trustee, has transferred and assigned his said purchase to the said J. M. Wheeler. And it is further adjudged, ordered and decreed that the said B. H. Sewell, Special Commissioner, pay to those entitled the costs in his hands, and that he proceed to collect the purchase money notes taken by him at said sale as the same become due and pay the same to the plaintiff and report his action from time to time to this court.

*and by consent of parties*  
And for reasons appearing to the Court, ~~it~~ it is further adjudged, ordered and decreed that L. M. Carmical, L. B. Quillen and P. F. Chance be, and are hereby appointed Commissioners, whose duty it is made to go upon the tract of land in the bill mentioned as belonging to J. B. Hill and R. C. Brent, and which lies near Walnut Hill, in this County, and on both sides of the Fincastle Road, and partition the same between the said J. B. Hill and J. M. Wheeler, purchaser, as aforesaid, ~~according~~ according to their respective interests therein--giving to the said J. B. Hill one-half of said tract in value, having due regard to quality, quantity, improvements, ways, etc. <sup>or</sup> And the remaining one-half, having the same due regard, they will assign three acres on the East side of said portion, and on the North of said Fincastle Road, and one acre thereof on the West side of said portion and on the North of said Fincastle road, they will assign to W. G. Colson, Trustee, as purchaser



from R. C. Brent and Allie Brent, and the remaining portion of said one-half they will lay off and assign to the said J. M. Wheeler as his purchase from the said B. H. Sewell, Special Commissioner as aforesaid. *in other words in making said partition they will conform*

Said Commissioners will make a fair plat and report of their action and file the same in this cause at least ten days before the next term of this Court.

And it appearing to the Court that the said tract of land has been rented for the present year by the said J. B. Hill and W. G. Colson by agreement, and that said rents have not yet been paid by the tenant or tenants and that the agreement between the said parties was that the said rents should be paid as the Court in this cause might direct, it seems to the Court proper and it is therefore ordered that the said rents be received by the said Hill and said Colson, equally.

And the cause is continued.

*to the report of a sale made by B. H. Sewell comm*



J. B. Hill  
vs Deere

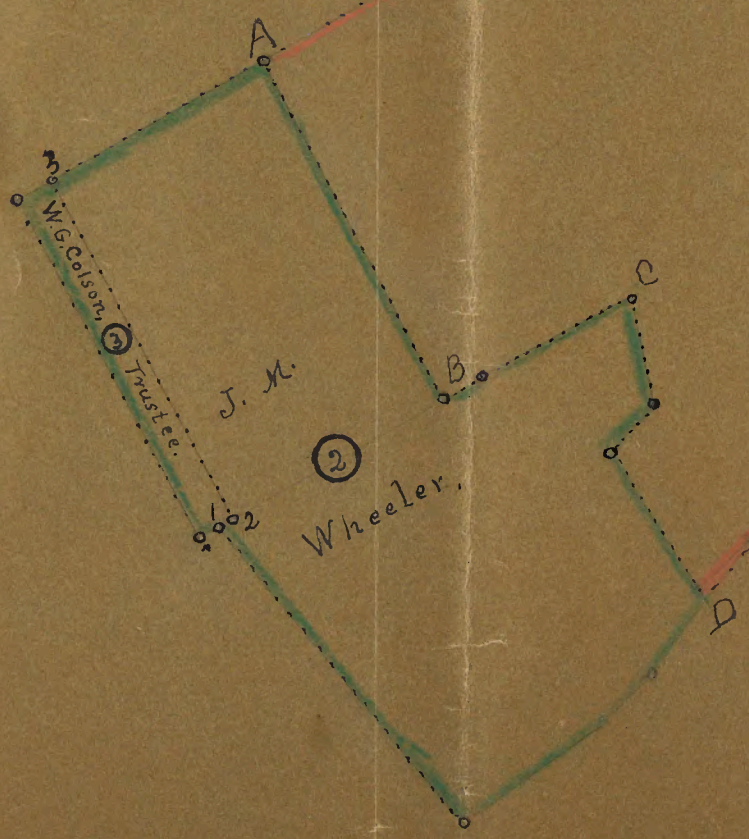
3  
R. C. Brent itals.

Eu. C. O. B. 6 p. 227.  
+ 228.

(1st)

Enter this Deere.  
M. J. M.  
Nov. 17 1898.





J. B. Hill.

①

L. M. Carnica } Commissioners  
L. B. Quillen } Plat  
P. F. Chance }





J. B. Hill

Plaintiff

R. C. Brent

Defendant

In Chancery

Pursuant to an order of the Circuit Court of Lee Co, we the undersigned Commissioners L. M. Carnical L. B. Guillen and P. F. Chance have partitioned the lands mentioned in the bill filed in the above Cause, according to the following Plat & Report. By Agreement of W. J. Colson, J. B. Hill and all parties interested. We have laid off and assigned to Plaintiff - J. B. Hill Lot No 1 so as to embrace the three acres required to be assigned to said Colson, the value of said three acres being by request of said W. J. Colson included in Lot No 2. We regard said Lot No 1 equal in value to one half the entire tract, taking into consideration quality, quantity, ways, improvements etc. and which is bounded as follows to wit: Beginning at (A) a stake on the North original line of tract, corner to Lot No 2 and with lines thereof S 33 E 40  $\frac{3}{4}$  poles to (B) a stake in public road & with same continuing with line of Lot No 2 N 36 E 5 poles N 38  $\frac{1}{4}$  E 17  $\frac{1}{2}$  poles to (C) a stake at or near the East end of the garden; thence bearing road and continuing with line of Lot 2 S 17  $\frac{1}{4}$  E 11  $\frac{1}{2}$  poles S 36  $\frac{1}{2}$  W 7 poles S 39  $\frac{3}{4}$  E, passing through the spring so as give water to both lots, 18 poles to D a stake on the South line & with same N 40  $\frac{1}{2}$  E 7 poles N 2-8  $\frac{1}{2}$  E 10  $\frac{1}{2}$  poles to (E) a stake, the South East



corner thence continuing with original line  $N 18\frac{1}{2} W$  77 poles  $S 55\frac{1}{2} W$  142 poles to the beginning Containing 54 acres More or less

There is embraced within the bounds of this lot, an old school house & lot, which we understand has been abandoned, but should we be misinformed, it is excepted from this assignment until abandonment makes it private property.

1 We have laid off and assigned to W. S. Colson trustee, as purchaser from R. C. & Allie Brent, Lot No 3, containing one acre, and on the west side of the remaining half of the original tract and north of the Faircastle road and bounded as follows Beginning at (C) a stake in the public road  $N 33 W$  40 poles to (H) a stake thence with original line  $N 55\frac{1}{2} E$  4 poles to (3) a stake  $S 33 E$  40 poles to (2) stake in public road  $S 56 W$  4 poles to the beginning.

We have laid off and assigned to G. M. Wheeler as his purchase from B. H. Sewell Commissioner, Lot No 2 being the remaining one half in value of the entire tract, minus the aforesaid one acre; and bounded as follows. Beginning at (1) a stake in the Faircastle road opposite or at the mouth of a lane  $N 56 E$   $1\frac{1}{2}$  poles to (2) a stake. Corner to Lot No 3 thence with line of same  $N 33 W$  40 poles to (3) a stake on the north boundary of original tract and with same  $N 55\frac{1}{2} E$   $25\frac{1}{2}$  poles to (A) a stake  $S 33 E$   $40\frac{3}{4}$  poles to (B) a stake in said road



N 56° E 5 poles N 58° 1/4 E 17 1/2 poles to (C) a stake thence leaving  
 Public road S 17° E 11 1/2 poles S 36° 1/2 W 7 poles S 39° 3/4 E, passing  
 through the spring so as to give water to both lots, 18 poles  
 to the south line, thence with the southern boundary 34 1/2  
 poles to (I) a sycamore stump on bank of creek, thence N 44° 1/4 W  
 40 poles to the beginning - Containing 15 acres.

Respect. Submitted. This the 2 day of Oct, 1899

L. M. Carnical  
 L. B. Quillen } Commissioners  
 P. F. Chance }

Bill of Cost.

L. M. Carnical surveyor & com.	51	15.00
L. B. Quillen	- - - -	6.45
P. F. Chance	- - - -	4.95
Lee Gibson Chairman 1 day		1.00
Total.		27.40



J. B. Hill }  
R. C. Brent } Chy

Filed October 7<sup>th</sup> 1899.

A. B. Munsey  
Clerk

(2)

Bill of Costs for Partition

Carnival	15.00
L. B. Allen	6.45-
P. F. Chance	4.95-
See Gibson	1.00
	<u>\$27.40</u>



J. B. Hill

Plaintiff

against

R. C. Brent et als.

Defendants

In chancery.

This cause came on again to be heard upon the papers formerly read in the cause and the report <sup>+ plat therewith of</sup> L. M. Carnical, L. B. Thullen & P. H. Chance, Commissioners, filed in the cause on the 7th day of October 1899, and was argued by counsel.

On consideration <sup>thereof</sup>, and said report <sup>and</sup> <sup>being</sup> <sup>unexecuted</sup>, <sup>to</sup> It is adjudged, ordered and decreed that said report, and plat <sup>therewith</sup>, be and the same are each hereby confirmed, and that said J. B. Hill take and hold in fee simple the lot ~~101~~, and in the manner prescribed in said report, the lot ~~101~~, mentioned in said report, according to its metes & bounds as set forth in said report and plat, and that W. G. Balsam Trustee take and hold in fee simple, and in the manner prescribed in said report, the lot ~~103~~, mentioned in said report, according to its metes and bounds as set forth in said report and plat, and that James M. Wheeler take and hold in fee simple, and in the manner prescribed in said



report, <sup>& plat</sup> the lot of land, to 2, mentioned  
in said report and plat according to the  
metes and bounds as set forth in said report  
and plat; and that the clerk of this Court deliver  
to the Clerk of the County Court, copies of the  
decree directing the said partition, and of  
the said report and plat of said partition  
and of this decree, for recordation in the  
Book in the said County Court Clerk's office  
in which deeds are recorded, to be there  
recorded and indexed as the law directs.  
And it is further ordered that the said J. B.  
Hill pay one half of the costs of the said par-  
tition, and that J. M. Wheeler & W. G. Nelson pay  
the other half of said costs, to the officers  
of this Court and the persons entitled thereto  
and for which execution may issue.  
And the Cause is continued.

Virginia Lee County, to wit:  
In the Office of the Clerk  
of the County Court for said  
County, the 24<sup>th</sup> day of Novem-  
ber, 1899, The foregoing decrees



plat and report were pre-  
sented and admitted to records

Teste: B. M. Morgan Clerk.



J. B. Hill,  
vs { <sup>secur. confirm</sup>  
ing partition.

R. C. Brent et al.

---

Entered on Chylo B  
No. P. 343.

Recorded in deed  
Book No. 35 p. 369

(3)

Enter this,  
Nov, 18<sup>th</sup> / 899.

At a witness



To the Honorable W. J. Miller Judge  
of the Circuit-Court for Lee County Virginia:  
By virtue of a decree of said Court,  
rendered on the 16<sup>th</sup> day of June 1898,  
in the Chancery Cause of J. B. Hill  
against R. C. Brent et al, the undersig-  
ned was appointed a special Commis-  
sioner for the purpose of selling the  
land, or so much thereof, in the bill  
and proceedings mentioned, as was  
necessary to pay the debts, interest thereon,  
Cost, and Commissions of sale therein decreed.  
Respectfully reports that pursuant to  
the terms of said decree your Commis-  
sioner, after duly advertising the time  
tenor and place of sale for at least  
thirty days prior thereto by posting with  
ten notices of the same at three or more  
public places in said County, one of  
which was on the front door of the Court  
house of said County, and is herewith  
filed marked "A" and one in the vicinity  
of said land, on Monday, the 17<sup>th</sup> day  
of October 1898, at the front door of the  
Court house of said County, that being  
Court day, proceeded to sell said land,  
at public outcry, to the highest bidder  
on a credit of one and two years  
time, except so much as was necessary  
to pay the Cost of suit, and Commissions of  
sale.

Under said decree, your Commission



donor was directed to sell the undivided one half interests of R. C. Brent, in what is known as the R. C. and Allie Brent <sup>of land</sup> tract and in the R. C. Brent and J. B. Hill tract of land, both of which are situated near Walnut Hill, in Lee County Virginia.

Your Commissioner <sup>at said sale</sup> in order to make said sale to the best advantage, offered said interests for sale in several ways, as follows:

He first offered the undivided interest of R. C. Brent in <sup>that portion of</sup> the R. C. Brent and J. B. Hill tract that lays on the south of the Main Pinecastle road, and the highest bid he received therefor was \$300<sup>00</sup> from George Vanhook, Jr. and the same was knocked off to him. He then offered for sale the undivided interest of the said R. C. Brent in that portion of the R. C. Brent and J. B. Hill tract that lays on the north of said Pinecastle road, and received no bid therefor.

He then offered for sale the undivided interest of R. C. Brent in the R. C. and Allie Brent tract, and the same was knocked off to George Vanhook, Jr. at \$300<sup>00</sup>, being the highest bid.



He then offered for sale the undivided interest of R. C. Brent in the whole of the R. C. Brent and J. B. Hill Tracts of land, and this said interest was knocked off to George Vanburen Jr. Trustee at \$1125<sup>00</sup>, being the highest bid in this way.

In the above ways said undivided interests failed to bring the debts, interest cost and commissions of sale that was decreed.

Your Commissioner then offered for sale the said undivided one half interests of R. C. Brent in both of said tracts of land, and George Vanburen Jr. Trustee bid therefor \$1520<sup>00</sup>, which was the highest bid, and the same was knocked down to him.

It was understood that none of the above sales were to stand if they did not satisfy said decree, or if after the above was so sold, a less quantity than the said undivided interests of R. C. Brent in both of said tracts would satisfy said decree.

With <sup>the</sup> above announcement, your Commissioner then offered for



sale, the least quantity of said undivided interests of said R.C. Brent in said two tracts of land that would satisfy the terms of said decree. In this way of selling, after some bids were made for different amounts, George Vanbeekhoven made bid ~~the~~ \$1469<sup>88</sup> for the undivided interest of <sup>100</sup>R.C. Brent in the R.C. Brent and J.B. Hill tract of land, ~~less~~ three acres thereof on the east side of said portion that is on the north of said Pineville road, and less one acre thereof on the west side of said portion on the north of said Pineville road, and this was the least quantity that would bring the required amount decreed, to wit: \$1469<sup>88</sup>, being the debts, interest, <sup>100</sup>costs, and commissions of sale, and the same was decreed down to said George Vanbeekhoven making he having bid the required amount for the least quantity of said interests in said two tracts of land. x  
Out of said amount bid by



the said George Vanbecker Trustee, there  
was  $\$138\frac{12}{100}$  of Costs of suit and Commissions  
of sale, which was required to be paid in hand.  
For this  $\$138\frac{12}{100}$  George Vanbecker Trustee  
Gave your Commissioner W.G. Colson's  
draft.

For the residue of said amount bid  
by George Vanbecker Trustee,  
 $\$1331\frac{76}{100}$ , your Commissioner divided  
into two equal annual install-  
ments, <sup>of  $665\frac{88}{100}$  each, payable in one and two years respectively</sup> and prepared two bonds  
to himself as Commissioner therefor  
bearing interest from day of  
sale. These two bonds George Vanbecker  
Trustee and W.G. Colson signed  
in his presence, and the said George  
Vanbecker took said bonds home  
with him to get other ~~parties~~ <sup>sureties</sup> to sign  
them.

Your Commissioner states that he deposited  
said draft in the Powell's Valley  
Bank for Collection, and that  
said draft has been reported  
paid, but that the said George  
Vanbecker Trustee has not  
complied with the <sup>other</sup> terms of said  
decree and sale, and has not  
returned to your Commissioner  
said bonds with the required  
sureties thereon, and that he  
has not heard from him since said  
sale. All of which is respect



fully submitted. This the  
31<sup>st</sup> day of October 1898.  
B. H. Sewell,  
Special Commissioner.

J. B. Hill,  
Commissioner  
w/ Report of Sale.

W. C. Brewster,

Filed Oct 31st 1898  
A. B. Munsey  
Clerk



J. B. Hill Plff.  
vs  
R. C. Breunthal Dft. } In Chancery

To the Honorable W. J. Miller Judge of the  
Circuit Court for Lee County Virginia:

Your undersigned Special Com-  
missioner in the above styled Cause  
respectfully reports, <sup>Tourt. of the 9th day of Nov.</sup> that since  
filing his report of sale in said  
Cause, Court; on the 31<sup>st</sup> day of  
October 1898, the purchaser  
George Vanbecher Trustee, has  
complied with the terms of said  
decree and sale, by returning  
to your Commissioner the bonds  
for the deferred payments on said  
land purchased by him. These bonds  
are two, dated on the 17<sup>th</sup> day of  
October 1898, and are for \$66 50 <sup>100</sup>  
each, payable in one and two years  
time with interest from date, and  
are signed by George Vanbecher Trustee  
with W. G. Gleason, J. M. Wheeler and  
Wm. Foskier as Sureties, which  
your Commissioner regards good.  
Said bonds are in the possession  
of your Commissioner.

Your Commissioner further reports  
that the purchaser at said sale  
George Vanbecher Trustee informs  
him that he has transferred his



bid and purchase of land  
at said sale to J. M. Wheeler,  
and has given him a writing  
showing the fact, and requests  
that the deed when made  
for said land be made direct  
to J. M. Wheeler. Said writing  
is dated November 8<sup>th</sup> 1898,  
and is duly acknowledged  
and recorded, and is herewith  
filed marked "A" as part of this  
report. Your Commissioner  
considers said sale a good  
one and recommends its  
confirmation. He makes this  
a supplemental report to his said  
report filed on October 31<sup>st</sup> 1898.  
All of which is respectfully sub-  
mitted, this November 9<sup>th</sup> 1898.

A. H. Sewell,  
Special Commissioner.

J. B. Hill,  
2 Supplemental  
to 3 Report of said  
A. C. Brewster

Filed Nov 9<sup>th</sup> 1898

A. B. Mursey, clk



State of Virginia  
County of Lee

Whereas on the 17<sup>th</sup> day of October 1898. B. H. Sewell, Commissioner in the Chancery cause of J. B. Hill against R. C. Brut et al. sold the one half undivided interest in the land owned by J. B. Hill & R. C. Brut, near Walnut Hill, Lee County, Virginia - which was sold to them by N. K. Hurst. and whereas George Vaubeker, Trustee, because the purchaser being required to give security for the purchase price then for J. M. Wheeler becoming surety for said George Vaubeker Trustee. for the purpose of holding said J. M. Wheeler harmless against any loss he may sustain by reason of said undertaking - the said George Vaubeker, Trustee for and in consideration of Wheeler's undertaking - & for the further consideration of one dollar to him paid. hereby transfers and conveys to said Wheeler all the land purchased by him at said sale: for a more particular description of which reference is made to all deeds indorsing title to same. The said Vaubeker, Trustee, authorizes the said B. H.



Severell, Commissioner to make, execute  
and deliver the deed due him by reason of  
his purchase of said land. To said  
J. M. Wheeler. Direct -  
Witness my hand and seal this November  
8th. 1898. George Vanbever, Trustee (Seal)

State of Virginia  
County of Lee

I, C. W. Nash, Justice of the Peace, in &  
for the County of Lee & State of Virginia  
certify that George Vanbever, Trustee  
this day personally appeared before me  
in my said County & acknowledged  
the <sup>following deed of conveyance</sup> ~~same~~ to be his act & deed. & consent  
ed that the said deed of conveyance of  
from him as Trustee to J. M. Wheeler  
might be certified by me officially.  
Witness my hand this November  
8th. 1898. C. W. Nash J. P.

Virginia, Lee County, to wit: -  
In the Office of the Clerk of the County Court  
for said County the 10th day of November 1898.  
This Contract was presented and admitted to record.  
Attest - B. V. P. Richmond  
Clerk,



J. M. Wheeler.  
From ~~Essequemo~~ Essequemo  
George Van der Bunt  
Recorded in Deed Book  
No. 35 page 31

"A"



J.B. Hill, Plaintiff.

Vs.

F.C. Brent, et al defendants.

To the Honorable H.A.W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned Special Commissioner begs leave to report that he holds the two purchase money bonds against George Vanbebber and his sureties W.G. Colson, trustee, J.M. Wheeler <sup>for the land sold in said cause,</sup> and William Hoskins. Said bonds are shown by his reports here tofore filed on October 31st, 1898, and November 9th, 1898. The first of said bonds is for the sum of \$665.83 and dated October the 17th, 1898, and due and payable one year after its date, with interest from date. On this bond has been made the following payments: February 19th, 1900, by check from W.G. Colson for \$532.37; February 12th, 1900, by Orr & Blankenship per the order of W.G. Colson, \$274.98; February 12th, 1900, by amount paid by B.H. Sewell at the direction of W.G. Colson \$50.00. The second of said bonds is for \$665.83, and dated October 17th, 1898 and due and payable <sup>two years</sup> after its date, with interest from date. The credits as stated on the first of said bonds is all that has been paid thereon, and nothing has been paid on the second of said bonds, therefore, as the said George Vanbebber and his said sureties have failed to pay the balance and accrued interest on said first bond, and have failed to pay the whole of the said second bond with the interest thereon, a rule is respectfully asked to be awarded against the said George Vanbebber <sup>and his said sureties</sup> to show cause if any they have or can why a personal judgment should not be rendered against them and each of them for the balance and interest due on said first bond, and for the whole amount and interest of the said second bond, and why the land purchased by the said George Vanbebber in said cause, and for which said bonds were executed, should not be <sup>re-</sup> sold at the risk of the said George Vanbebber to satisfy and pay off said two purchase money bonds. <sup>Your Special Commissioner has paid the money collected by him as above stated.</sup> Said bonds being long past due. This the 15<sup>th</sup> day of November 1900.

Respectfully submitted.

B.H. Sewell Special Commissioner

Copy of B. H. Sewell's report submitted there to



J.B. Hill  
vs E Report of  
Special Comm,  
J.B. Hill  
R.C. Brent et al

Filed Nov 15 1900

A.B. Munsey Clerk



To the Honorable H. A. W. Skem  
Judge of the Circuit Court  
for Lee County Virginia:

By virtue of a decree of  
said Court rendered on the  
8th day of June 1901, in the  
Chancery Cause of J. B. Hill  
vs R. C. Brent et al, the under-  
signed was appointed a Spe-  
cial Commissioner for the  
purpose of selling the  
land heretofore sold by  
him in said cause, or so much  
thereof, as was necessary to pay  
the recovery in favor of said  
plaintiff decreed him in  
said decree, together with  
costs of the proceeding on the  
rule therein mentioned, and  
commissions of sale:  
Respectfully reports that  
pursuant to said decree  
~~of the~~ Commissioner after duly  
advertising the time, terms and  
place of sale for at least  
thirty days prior thereto, by posting  
two or more written advertisements  
of the same at public places  
in said County, one of which  
was at the front door of the  
Court house of said County and  
one in the vicinity of said land.



A copy of said advertisement  
is herewith filed marked "B",  
on Monday the 16<sup>th</sup> day of Sep-  
tember 1901, at the front door  
of the Court house of said County  
that being Court day, proceeded  
to sell said land, at public  
auction to the highest bidder  
on a credit of six and twelve  
months <sup>except</sup> said costs and  
Commissions of sale.

At said sale your commission-  
er first offered to sell in less  
quantity than the whole tract  
of land to satisfy said decree  
but received no bids in this  
way. He then offered the  
whole of said land here-  
before sold by him, being  
Lot no. 2 assigned to J. M. Wheeler  
in the report of partition of S. M.  
Larnical, L. B. Quinn and P. H.  
Chance filed in said cause  
October 7<sup>th</sup> 1899, and George  
Tankeby Trustee became the  
purchaser <sup>of said lot no. 2</sup> at the price of  
\$884  $\frac{65}{100}$  being the highest bid, and  
a sum sufficient to pay  
said recovery for the said  
plaintiff and said costs  
and Commissions of sale.  
Said purchaser George Tankeby



by W. G. Colson,  
Trustee, of said lot no 2, being  
the lot of land assigned to  
J. M. Wheeler in said partition,  
paid by your Commissioner  
in Cash \$29<sup>71</sup>/<sub>100</sub> in full of said  
Costs and Commissions, and  
executed by your Commissioner  
his two bonds for \$427<sup>47</sup>/<sub>100</sub> each  
payable in six and twelve  
months from Sept. 16<sup>th</sup> 1901,  
with interest from date,  
with W. G. Colson, Wm. H. Hoos-  
kins and J. M. Wheeler as  
Sureties, whom he considers  
good, and these two bonds  
your Commissioner has in  
his possession.

Said, said your Commissioner  
considers a good one, and  
recommends its confirmation.  
This November 15<sup>th</sup> 1901,

Respectfully Submitted,  
A. H. Sewell Special  
Commissioner.



J. B. Hill

is { Report of  
Re-sale

R. C. Brental

Filed Nov. 17 1901.

A. B. Munsey Clerk



# SALE OF LAND.

Virginia, Lee County Circuit Court:

*John B. Hill,*  
vs  
*R. C. Brent et al,*

Plaintiff.

Defendant.

Pursuant to a decree rendered in this court at the *June* term, 1898, the undersigned commissioner will proceed to sell at the front door of the court house of said county, on the first day of the *September* term, 1898,

of the County Court of said county, to the highest bidder on a credit of *One and two years* time, The lands in the bill and proceedings mentioned or so much thereof as may be necessary to satisfy said decree. *Said lands are the undivided one half interest of R. C. Brent in the following two tracts of land. First is the tract of land willed by Nancy M. Hunt to R. C. Brent and J. B. Hill and bounded on the south by the land of the heirs of John P. Benton dec'd, on the East by the land of R. M. Ely dec'd, on the North by the land of L. M. Hobbs, and on the West by the land of J. M. Wheeler dec'd and the Second, is the tract of land belonging to R. C. Brent and Alice Brent and bounded on the South by the land of L. M. Hobbs, on the East by the land of R. M. Ely dec'd, and on the North and West by the land of J. M. Wheeler dec'd and both tracts are situated and lying in Lee County, Virginia.*

See Deed Book 31

page *148* for a more particular description, except so much as may be necessary to pay the cost of suit and expense of sale will be required to be paid in hand, and for the remainder, bonds and good security will be required of purchaser, bearing interest from date.

*This the 3<sup>rd</sup> day of August 1898.*

*B. H. Smully,* Commissioner.

The bond required by law has been given. *A. B. Munsey,* Clerk.

*By a agreement of the parties and their counsel, the above sale is postponed until the 1<sup>st</sup> day of the October Term 1898 of the said County Court for Lee County, Virginia, this 3<sup>rd</sup> day of August 1898.*



11  
A  
11



This deed made this the 31<sup>st</sup> day January  
1895 Between Robert L Brent and Martha  
his wife of the one part and John B Hill  
of the other part Both of the County of Lee  
State of Virginia Witnesseth that the said  
Robert L Brent and Martha his wife  
for and in consideration of Seven hundred  
and Twenty Seven dollars to them in hand  
paid Bargain and sell unto the said  
John B Hill and his heirs the following  
Well situated one half of our undivided <sup>interest</sup>  
of all the land belonging heretofore to  
Nancy R Hurt same tract of Land  
was willed to J B Hill and Robert  
Brent by the said Nancy R Hurt Bounded  
on the South by the Land of the Heir of  
of Thomas P Enders on the east the ~~land~~  
of R M Elg Reed on the North the Land of  
L M Holt and the West by the Land  
of J M Wheeler Reed also One other  
Tract Belonging to Robert & Alice Brent  
one half Interest Bounded as follows  
Bounded on the South L M Holt on the  
east by the Land of the Heir of the Land of R M Elg  
Reed on the North and West on the Land  
of J M Wheeler Reed To have and to hold  
said Tracts of Land John B Hill  
and his heirs against the Claims



J. B. Hill (3)  
Lond. Deed  
R. Le. Brett & Co.

Recorded in Deed  
Book No. 31  
Page 148  
D. V. F. Richmond  
Clerk

Examined  
B.  
C 1.25  
J 1.00  
2.25 Paid  
by J. B. Hill.

Filed for record  
January 29 1895  
D. V. F. Richmond Clerk

Virginia Lee County;  
On the Office of the clerk of said  
County the 29<sup>th</sup> Day January 1895  
this Deed was presented and together  
with the certificate thereto annexed  
admitted to record.  
Teste: D. V. F. Richmond  
Clerk



Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Wednesday March the 10<sup>th</sup> 1897.

J. B. Hill

vs

R. C. Brent

Plff } In Debt on an  
          } attachment  
Def }

This day came again the parties by their attorneys and there being no defense offered. It is considered by the court that the plaintiff recover against the defendant \$381.18 the debt in the declaration mentioned with legal interest on \$270.00 part thereof from the 28<sup>th</sup> day of May 1896. And on \$111.18 the residue thereof from the 2<sup>nd</sup> day of June 1896 until paid and the Costs of this suit including the Costs of the attachment.

And the Court having maturely considered the motion made by the defendant to set aside the verdict of the jury rendered on the defendants motion to abate the attachment sued out in this cause, doth overrule said said motion, and W. P. Weston Sheriff of this County. having made this return on said ~~said~~ attachment, "Levied on the following real estate of the defendant R. C. Brent to wit; his undivided interest in a certain tract or parcel of land, willed by Nancy H. Hurst deceased, to said Brent and J. B. Hill containing 50 acres more or less and said Brent's interest being one half thereof. Said tract adjoining the lands of J. M. Wheeler

Plffs Costs

Clerk 8.34

Tax 1.00

Shff 3.70

atty 2.50

wits 15.44

Coc 25

\$31.23

Defts Costs

C 1.20

S 60

wits 4.40

\$6.20



Sr deceased, L M Hobbs & others: Also Said Brents undivided interest being one half of a certain tract or parcel of land owned by him & his sister Allie Brent, jointly containing 5.3 acres More or less, and derived by them from their mother Rebecca Brent deceased, and adjoining the lands of L M Hobbs, R M Elys heirs and the land of J M Wheeler Sr decd. This Nov 28<sup>th</sup> 1896, at 3 O'clock.

It is therefore considered by the Court that the Said Sheriff proceed to sell at the front door of the Court house of this County, on some Court day, to the highest bidder on a credit of one and two years time, the said land levied on by him as aforesaid, or a sufficiency thereof to satisfy the foregoing judgment, Said Sheriff before selling shall advertise the time and terms and place of sale, for at least 30 days by written advertisements posted at the front door of the Court house of this County, and in the vicinity of said land, and will require a sum sufficient paid in hand to pay the costs of this suit, and commissions of sale. And for the residue will take notes payable to himself as Sheriff with good security bearing interest from date, and waiving homestead exemptions, and will report his action to this Court.

A Copy Teste; A B Munsey Clerk



J. B. Hill  
as } Copy of Judgment  
R. L. Brent

B (6)

Nov 10 1897.

Clerk for Copy 50<sup>cts</sup>



Virginia

At a Circuit Court Continued and held  
for Lee County at the Court house thereof on  
Wednesday March the 10<sup>th</sup> 1897.

J. B. Hill

Plff

vs

R. C. Brent

Defl

In Debt on an  
Attachment

This day came again the parties by their  
attorneys and the being no defense offered to  
the plaintiffs debt; It is considered by the  
Court that the plaintiff recover against  
the defendant \$ 381.18 the debt in the dec-  
laration mentioned with legal interest  
on \$270.00 part thereof from the 28<sup>th</sup> day of  
May 1896. and on \$111.18 the residue thereof  
from the 2<sup>nd</sup> day of June 1896. until paid  
and the costs of this suit including the  
costs of the attachment.

And the Court having Maturely Considered  
the motion made by the defendant to set  
aside the verdict of the jury rendered on  
the defendants motion to abate the attachment  
sued out in this cause doth overrule said  
motion. and W. P. Weston Sheriff of this  
County having made this return on said  
attachment "Levied on the following real  
estate of the defendant R. C. Brent to wit;  
his undivided interest in a certain tract  
or parcel of land willed by Nancy K. Hurst  
deceased to said Brent and J. B. Hill con-  
taining 50 acres more or less. and said  
Brents interest being one half thereof, said



tract adjoining the lands of J M Wheeler Sr deceased L M Hobbs & others; also said Brents undivided interest being one half of a certain tract or parcel of land owned by him & his sister Allie Brent jointly containing 53 acres more or less, and derived by them from their mother Rebecca Brent deceased, and adjoining the lands of L M Hobbs, R M Ely's heirs and the land of J M Wheeler Sr decd. This Nov 28<sup>th</sup> 1896 at 3 o'clock  
It is therefore considered by the Court that the by the Court that the said Sheriff proceed to sell at the front door of the Court-house of this County of this County, on some Court day to the highest bidder on a credit of one and two yearstime the said land levied on by him as aforesaid, or a sufficiency thereof to satisfy the foregoing judgment; said Sheriff before selling shall advertise the time and terms and place of sale for at least 30 days by written advertisements posted at the front door of the Court-house of this County, and in the vicinity of said land, and will require a sum sufficient paid in hand to pay the costs of this suit and commissions of sale, and for the residue will take notes to himself as Sheriff with good security bearing interest from date, and waiving homestead exemptions, and will report his action to this Court



A Copy      Teste A.B. Munsey Clerk



J. B. Hill  
Copy of Judgt  
R. L. Brent

Clerk. 50<sup>cts</sup>

Mar 10<sup>th</sup> 1897

24 - (C)



This deed, made this 11<sup>th</sup> day of September  
in the Year one thousand Eight hundred  
and ninety four, between R. L. Brent of  
the first part, and A. L. Brent of the  
second part, Witnesseth: That in Consid-  
eration of the Sum of Seventeen (\$1700.00)  
hundred Dollars the Said R. L. Brent  
doth grant unto the Said A. L. Brent  
with general warranty, all the following  
property, both Real and personal to wit:  
two tracts of land, situate & lying in  
Lee County, Va, near Wheeler Station, one  
tract Containing forty or fifty acres  
Known as the A. R. Clenost Land, and  
by her willed to Said party of the first  
part of J. B. Heib. which undivided one half  
interest of Said party of first part is hereby  
Conveyed an other tract Containing thirty  
five or forty acres being the same Land inher-  
ited by party of first part, and A. L. Brent  
the undivided one half being hereby  
Conveyed, and the following personal prop-  
erty to wit: one pair black horse mules  
twelve years old, one pair Brown mare  
mules eight years old, one mouse Colored  
horse mule two years old, one sorrel horse  
mule two years old, one black horse.



three years old, one sorrel horse eight years old, one gray horse two years old, two roads one log wagons, all farming tools, one yoke oxen six years old, one young heifer, all growing crops, all household and kitchen furniture all notes and debts in any way due said party of the first part. The said R. C. Brent covenants that he has the right to convey the said land to grantee, that he has done no act, to encumber the said land, that the grantee shall have quiet possession of said land, free from all encumbrances, and that he, the said party of the first part, will execute such further assurance of the said land as may be requisite. witness the following signature and seal.

R. C. Brent *[Signature]*

State of Virginia  
County of Lee to wit:

I, E. W. R. Ewing a Notary Public for the County aforesaid, in the State of Virginia, do Certify that R. C. Brent. whose name is signed to the within writing, bearing date on the 11th day of September 1894, has acknowledged the same before me in my county



aforesaid. Given under my hand this 17th  
Day of September 1894,

E. W. R. Ewing N. P.

Virginia Lee County to wit:

In the office of the Clerk of said  
County, the 17th day of December 1896, This  
Deed was presented and with certifi-  
cate annexed admitted to record.

Teste: J. V. F. Richmond Clerk,

A Copy-

Teste: J. V. F. Richmond Clerk



A. L. Brent  
From {copy of record.  
R. C. Brent.

ded Book No 33  
page 40

(D) (4)

Clark 60 cts



This Deed, Made this 11<sup>th</sup> day of September in the year one thousand eight hundred and ninety-four, between R. C. Bunt

\_\_\_\_\_ of the first part, and A. L. Bunt

\_\_\_\_\_ of the second part—  
WITNESSETH: That in consideration of the sum of seventeen (\$1700<sup>00</sup>) hundred  
\_\_\_\_\_ Dollars,

the said R. C. Bunt  
\_\_\_\_\_ do grant unto the said A. L. Bunt

\_\_\_\_\_ with GENERAL WARRANTY, all

the following property, both real and personal, to wit:—  
two tracts of land, situate lying in Lee County, Va., near  
Wheeler Station, one tract containing forty or fifty  
acres known as the N. K. Bunt land and by her will to  
said party of the first part & J. B. Hill, which undivided one  
half interest of said party of first part is hereby conveyed,  
another tract containing thirty-five or forty acres being the  
same land inherited by party of first part and A. L. Bunt, the  
undivided one half being hereby conveyed, and the following  
personal property, to wit: one pair black horse mules twelve years  
old, one pair brown mare mules eight years old, one mouse  
colored horse mule two years old, one sorrel horse mule two  
years old, one black horse three years old, one sorrel horse eight years old,  
one gray horse two years old, two roadhouse log wagons, all farming tools, one  
yoke of oxen six years old, one young heifer, all growing crops, all house  
hold and kitchen furniture, all notes & debts in any way due said party  
of first part

The said R. C. Bunt

covenants that he has the right to convey the said land to the grantee; that he has done  
no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from  
all encumbrances, and that he, the said party of the first part, will execute such further assurance  
of the said land as may be requisite.

Witness the following signature and seal .

R. C. Bunt





State of Virginia,

County of Lee to-wit:  
I, E. W. R. Ewing, Notary Public for the County  
aforesaid, in the State of Virginia, do certify that R. C. Brent

whose name is signed to the within writing, bearing date on the 11 day of September,  
1894, has acknowledged the same before me in my County aforesaid.

Given under my hand this 11<sup>th</sup> day of September, 1894.

E. W. R. Ewing, N. P.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

Virginia Lee County to-wit:  
In the office of the Clerk of said County the 11<sup>th</sup> day of  
December 1896. This deed was presented and, with the certificate annexed,  
admitted to record at o'clock M.

Teste:

D. T. F. Richmond Clerk.



(4)  
Everett Wadley Co.,  
Stationers and Printers,  
Richmond, Va. } Form No. 1.

R. L. Brent

to } DEED OF  
BARGAIN AND SALE.

A. L. Brent

189

Presented in Office, and with  
certificate, admitted to record at  
o'clock M.

Clerk.

Recorded Deed Book 33.

Page 40 and 41

Filed September 19th  
1894

J. V. F. Richmond  
Clerk  
Filed for record  
11th 1896

J. V. F. Richmond Clerk

Fee, - - \$1.25  
Tax, - - 1.70

"R. L. B." \$2.95 Paid



This Indenture made this 23<sup>d</sup> day of  
November A D 1896, between Mrs A. L.  
Brent & R. L. Brent of Walnut Hill, Lee County,  
Virginia of the first part and W. E. Coleson  
Trustee of of the second part, witnesses:  
That the said party of the first part, for  
and in consideration of the sum of Twelve  
hundred and fifty dollars, to her in hand  
paid by the said party of the second part  
the receipt of which is hereby acknowledged,  
and one dollar & other valuable consid-  
eration paid to R. L. Brent the receipt of  
which is hereby acknowledged by him have  
sald and conveyed and do hereby grant  
bargain, sell and convey unto the said  
party of the second part, the following des-  
cribed premises, situate in the County of  
Lee, State of Virginia, to-wit: Two  
tracts of land situated and lying in  
Lee County, Virginia, near Wheeler Station  
one tract containing fifty acres, known  
as the H. H. Hurst land & by her will  
to R. L. & J. B. Hill. of which an undivided  
one half interest is hereby conveyed  
for a more particular description of  
said which reference is hereby made  
to all instruments of writing as evidence



of title to same, an other tract in same  
County & state, Containing forty acres  
being the land inherited by R. C. Brent  
and A. L. Brent the one half of which  
is hereby conveyed by A. L. Brent on  
Sept 15th 1894, Said land was conveyed to  
her by R. C. Brent and R. C. Brent joins  
with her in this conveyance confirming  
her conveyance to said party of the  
second part: herem with all hereditaments,  
rights, reversion and appurtenance  
there to belonging, or in anywise apper-  
taining, hereby releasing all claim  
to Homestead and Dower therein. To have  
and to hold the said lands and premises  
to the said party of the second part his  
heirs Successors and assigns forever.  
And the said party of the first part for  
themselves and for their heirs, Executors  
and Administrators, do hereby covenant  
with the said party of the second part  
his heirs, and assigns that they are  
lawfully seized in fee simple of the  
premises above conveyed and have  
full power, authority and right to  
convey the same, that said premises are  
free from all incumbrances, and that



they will forever warrant and defend  
the said premises and the title thereto,  
against the lawful claims of all persons  
whomsoever. In witness whereof, the  
said parties of the first part, have hereunto  
set their hands and seal the day and  
year above written.

A. L. Brent (LS)

R. L. Brent (LS)

signed, sealed and delivered in presence of {

State of Virginia {  
Lee County } S.S.

Personally appeared before me A. L.  
Brent & R. L. Brent the within named  
bargainers A. L. Brent & R. L. Brent  
with whom I am personally acquainted  
and who acknowledged that they  
executed the within instrument for the  
purposes therein contained. witness  
my hand at office this 23<sup>rd</sup> day  
of November A D Eighteen hundred  
and 96.

C. Y. Campbell Jr for  
Lee County Virginia.  
Virginia Lee County to wit:  
In the office of the Clerk of said



County. the 11th day of December 1896,  
this deed was presented, and together with  
the Certificate thereto annexed was  
admitted to records.

Teste: J. V. F. Richmond Clerk

A Copy -

Teste: J. V. F. Richmond Clerk

W. G. Lealson Trustee  
from Copy of said  
A. L. Brantley

deed Book 33 page

41

(5)

E

Clerk for etc



J. B. Heile  
H. Leopy Indg -

A. L. Brent  
Indg - Lien Docket  
No 3 page 156

C. 25



Date of Judgment		Judgment		Lien Docket	
1897	By what Court rendered	Time of Docketing	Names and description of Parties	Debt, Damages, interest and Costs	Amount and Date of Credits
March 1.	Levee Cir Court.	1897 March 2 <sup>nd</sup>	J. B. Heil Plaintiff } vs R. C. Brent Defendant } Debt.	<p>Judgment for \$381.18 with interest on \$370.00 part thereof from 28<sup>th</sup> day of May 1896, and on \$118.18 residue from 2<sup>nd</sup> day of June 1896, until paid &amp; costs</p> <p>C 834 \$370 atty 2.50 wits 15.44</p> <p>Tax 1.00 Co C 25.</p>	

A Copy

Filed: S. V. F. Richmond Clerk



In the Clerk's Office of the Court of the \_\_\_\_\_ of  
Virginia, Lee County, to-wit:

John B Hill  
against

Plaintiff

R. C. Brent, Martha Brent, A. L.  
Brent & W. G. Calson Trustees  
Defendants

In Chancery

This day

John B. Hill

personally appeared

before me

A. F. Brittain

a Justice of the Peace

in and for Lee County  
Clerk of the said Court,

in the State of Virginia

and being duly sworn, made oath that

Martha Brent, one of the

defendant S in the said suit is not a resident of the State of Virginia,

Given under my hand as Clerk of the said Court, this 18 day of September

1897.

A. F. Brittain J. P.



John B. Hill,

vs.

}

AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.

R. C. Brent et al.,  
Ors & Beneficiaries,  
B. H. Sumrell. p. q.



VIRGINIA:--In the Clerk's Office of the Circuit Court of the County of Lee  
on the 21st day of September 1897.

Against John B Hill

Plaintiff

R L Brent, Martha Brent, A. L. Brent  
and M. G. Colson

Defendant S.

The object of this suit is to recover of the defendant R. L. Brent \$727.00  
with interest from the 1st day of January 1895; evidenced by bond  
and to foreclose the Mortgage executed by R. L. Brent and Martha  
Brent to the said John B Hill dated January 24th 1895; to secure said  
debt and to subject the interests of the said R. L. Brent in the tracts of land  
And an affidavit having been made and filed that the defendant Martha Brent

is not resident a of the State of Virginia, it is ordered that she do appear here within fifteen days  
after due publication hereof, and do what may be necessary to protect her interest in this suit. And it is further  
ordered that a copy hereof be published once a week for four weeks in the South West Virginian  
and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the  
county court.

A copy—Teste:

Wm Blankenship & B. H. Sewell P. O.

A B Mursey

Clerk

and the cost of this suit

In the said Mortgage and  
the of a mortgage to much  
to pay said debt and interest  
on the mortgage and interest



John B Hill

AGAINST }

ORDER  
OF  
PUBLICATION.

R. L. Brent et al

vs B & B Sewell

P. Q.

I, A. B. Munsey Clerk of the  
Circuit Court for Lee County  
Va do hereby certify that I  
posted a copy of the within  
order of publication at the  
front door of the courthouse  
on the first day of Oct  
term of the County Court of  
Lee Co Va.

Given under my hand  
this the 19th day of Oct 1897

A. B. Munsey Clerk



Know all Men by these Presents, That we B. H. Sewell and A. M. Goins

are held and firmly bound unto the Commonwealth of Virginia, in the sum of \$2000.00  
Two thousand dollars, to payment whereof, well and truly to be made to  
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,  
 executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the  
 benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to  
 discharge any liability arising under this bond, or by virtue of said office or trust, in any cur-  
 rency, funds, counter claims or offsets other than legal-tender currency of the United States.

Sealed with our seals, and dated this 3rd day of August  
one thousand eight hundred and ninety eight.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound B. H. Sewell  
 shall faithfully perform the duties of his office or trust, as Commissioner

under a decree of the Circuit Court of the County of Lee, pronounced on the 16th day  
 of July, 1898, in the suit therein depending under the name and style  
 of J. B. Hill against R. L. Brent et al

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the  
 presence of

A Copy Teste:

A. B. Munsey Clerk

B. H. Sewell [SEAL.]

A. M. Goins [SEAL.]

[SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day \_\_\_\_\_  
 suret on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court  
 of the County of Lee, that \_\_\_\_\_ estate after the payment of all \_\_\_\_\_ just  
 debts, and those for which \_\_\_\_\_ bound as securit for others, and expect to  
 have to pay \_\_\_\_\_ worth the sum of \_\_\_\_\_  
 \_\_\_\_\_ dollars.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 189 .

Teste: \_\_\_\_\_ Clerk



J. B. Hill

Copy of

to { COMMISSIONER  
BOND.

R. C. Brent.

~~Commonwealth.~~



State of Virginia  
Lee County, To wit:

J. B. Hill, Plaintiff

versus

R. C. Brut

Allie L. Brut

W. G. Colson, Trustee, Defendants.

Mr. J. B. Hill,

Take notice that at the office of  
C. W. Nash, Justice of the Peace, for  
Lee County, State of Virginia, on  
Thursday June 2<sup>nd</sup>, 1898, I will  
take the depositions of Allie L.  
Brut, W. G. Colson, Trustee and  
others, to be read as evidence in be-  
half of defendants in an action  
pending in the Lee Circuit Court  
in which you are plaintiff  
and R. C. Brut Allie L. Brut  
W. G. Colson, Trustee are defend-  
ants & will continue from day to  
day & adjourn from place to  
place until completed.

This May 30<sup>th</sup> 1898.

R. C. Brut

Allie L. Brut

W. G. Colson Trustee

by W. G. Colson, atty.







The Commonwealth of Virginia,

To the Sheriff of the County of Lee—Greeting:

WE COMMAND YOU, That you summon

*Campbell* *J D Mays and Co*

*at the law office of Mr Blankenship in Jonesville Va*  
~~to appear before the Judge of our Circuit Court of the County of Lee at the court-house thereof~~ on the *16<sup>th</sup>*  
day of *February* 189 *8*, to testify and the truth to say in behalf of the *Plaintiff*

in a certnin matter of controversy in our said Court, before the said Judge depending and undetermined between

*J. B. Hill* Plaintiff. and

*R. L. Brent et al* Defendant, S

And have then there this writ. Witnes, A. B. MUNSEY. Clerk of our said Court, at the court-house, the *14<sup>th</sup>*  
day of *February* 189 *8*. and in the 12 *2<sup>nd</sup>* year of the Commonwealth.

A copy--Teste:

*A. B. Munsey* Clerk.



XXXXXXXXXXXXXXXXXXXX

J B Hill

Vs.

SUBPOENA  
FOR  
WITNESS.

R. L. Brent et al

XXXXXXXXXXXXXXXXXXXX

Circuit Court, the 16<sup>th</sup> day

of February 1898.

Subpoena in part  
By Danner & Co.  
Campbell. This  
Subpoena the 14<sup>th</sup> 1898  
N 8 Junior 58  
for Wm D. Carter  
J. L. L.



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We <sup>again</sup> command you to summon *R. C. Brent, Martha Brent,*  
*A. L. Brent & W. G. Colson, Trustee,*

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the court-house thereof, at the  
Rules to be holden for said court, on the *first* Monday in *September*, 189*7*, to answer  
a bill in Chancery, exhibited against *them* in our court by *John*

*B Hill*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *20th* day of *July*  
189*7*, and in the 12*th* year of the Commonwealth.

A copy—Teste:

*A. B. Munsey* Clerk.  
*by S. F. Richmond* Clerk.



*John B. Hill*  
SUBPENA  
vs. { IN CHANCERY.

*R. C. Brent et als.*

P. Q.

TO *1st Sept* Rules. *1897.*

CIRCUIT COURT.

*A. G. Brent*  
~~*Ordered July the*~~  
*25. By Colibury*  
*a. office copy of the*  
*return to G. M.*  
*Calson and A. G. Brent*  
*July the 24. 97 and*  
*R. C. Brent. July*  
*the 26. 97*  
*N. D. Jennings S. S. for*  
*Mr. P. M. S. L. Co*



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting;

We command you to summon

*R. C. Brent, Martha Brent,  
A. L. Brent & W. G. Calson, Trustees,*

to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the

Rules to be holden for said court, on the *3rd* Monday in *May*, 1897, to answer

a bill in Chancery, exhibited against

*them* in our court by *John B. Hill*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house the

*1st* day of *May*

1897, and in the 12<sup>th</sup> year of the Commonwealth.

A copy—Teste:

*A. B. Munsey* Clerk.  
*S. V. F. Richmond & Co.*



J B Hill

vs. { SUBPENA  
IN CHANCERY.

R L Brent et al

Orrs B

P. Q.

TO 2nd May Rules.

CIRCUIT COURT.

Executed by delivering  
an office copy of the  
within Spain Chy  
to Mr. C. C. C. and  
not executed as to  
the other debts this the 3rd  
day of May 1897  
W. R. Meston  
for W. R. Meston & Co



Southwest Virginian, }  
Jonesville, Va. }

# The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon *R. L. Brent, Martha Brent,*  
*A. L. Brent, & W. G. Colson, Trustees,*

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the court-house thereof, at the  
Rules to be holden for said court, on the *3rd* Monday in *May*, 189*7*, to answer  
a bill in Chancery, exhibited against *them* in our court by *John*  
*B. Hill*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *1st* day of *May*  
189*7*, and in the 12// year of the Commonwealth.

A copy—Teste:

*A. B. Munsey* Clerk.  
*By J. V. H. Richmond* De



---

*John B. Hill*  
SUBPCENA  
vs. { IN CHANCERY.

*R. C. Brent et als.*

*S. & O. & B.* P. Q.

TO *2<sup>nd</sup> May* Rules. 1897.  
CIRCUIT COURT.

---

*for shff.*



Southwest Virginian, }  
Jonesville, Va. }

# The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon *R. L. Brent, Martha Brent*  
*A. L. Brent & W. G. Nelson, Trustees*

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the court-house thereof, at the  
Rules to be holden for said court, on the *3rd* Monday in *May*, 1897, to answer

a bill in Chancery, exhibited against *them* in our court by *John*  
*B. Hill*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *1st* day of *May*  
1897, and in the 12<sup>th</sup> year of the Commonwealth.

A copy—Teste:

*A. B. Munsey* Clerk.  
by *S. V. Richmond* Cl.  
*By S. V. Richmond*



---

---

vs. { SUBPŒNA  
IN CHANCERY.

---

P. Q.

TO act as Rules.

CIRCUIT COURT.

---

---



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting;

We command you to summon *R. L. Brent, Martha Brent,*  
*A. L. Brent, & W. G. Colson, Trustees,*

to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the  
Rules to be holden for said court, on the *3rd* Monday in *May*, 1897, to answer  
a bill in Chancery, exhibited against *them* in our court by *John*  
*B. Hill*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *1st* day of *May*  
1897, and in the 12<sup>th</sup> year of the Commonwealth.

A copy—Teste:

*A. B. Munsey* Clerk. *A. B. Munsey* Clerk.  
*By S. V. F. Richmond* Sec. *By S. V. F. Richmond* Sec.



---

---

vs. { SUBPÆNA  
IN CHANCERY.

---

P. Q.

TO Rules.

CIRCUIT COURT.

---

---

3



# CERTIFICATE OF ORDER

WE, A. M. Goins and W. M. Davidson, editors of the SOUTHWEST VIRGINIAN, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the

23 day of Sept 1897.

A. M. Goins  
W. M. Davidson } EDITORS.

Fee \$5 00

VIRGINIA--In the Clerk's Office of the Circuit Court of the county of Lee on the 21st day of Sept. 1897.

John B. Hill, Plaintiff.

against

R. C. Brent, Martha Brent, A. L. Brent, and W. G. Colson, Trustee, Defendants.

In Chancery.

The object o. this suit is to recover of the defendant R. C. Brent \$727.00 with interest thereon from the 1st day of January 1895, evidenced by bond and to foreclose the mortgage executed by R. C. Brent and Martha Brent to the said John B. Hill dated January 24th 1895, to secure said debt and to subject the interests of the said R. C. Brent in the tracts of lands in the said mortgage and bill mentioned, or so much thereof as may be necessary to pay said debt and the judgement mentioned in said bill, and the costs of this suit. And an affidavit having been made and filed that the defendant Martha Brent is not a resident of the State of Virginia, it is ordered that she do appear here within fifteen days after due publication hereof and do what may be necessary to protect her interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Southwest Virginian and that a copy be posted at the front door of the courthouse of this county on the first day of the next term of the county court.

A copy--Teste:

A. B. MUNSEY, Clerk  
Orr & Blankenship & B. H. Sewell  
P. Q. 9-23-40



John B Hill

vs

R. C. Brent et al

Ord of Puh,

Prs. 7122 \$5<sup>00</sup>



3. Hills:  
 vs Bill in Chancery  
 R. L. Brent et al

Shff 3.9  
 atty 15.0  
 Painter 5.00  
 J. P. 0.50  
 Costs 14.84  
 Estimate to Clk 1.60  
 to Clk 6.00  
 \$29.25

Costs of Rule  
 Clerk 2.04  
 Shff 1.50  
 \$3.54

Deft. Costs  
 Clerk 1.00  
 Shff .50  
 C. Clk 1.00  
 J. P. 1.50  
 H. P. 4.50  
 \$11.90

Costs of Partition

Clerk 7.36  
 Shff 1.50  
 Surveyor 15.00  
 Comm. Partition 6.45  
 Chance 4.95  
 Gibson 1.00  
 Co Clerk 3.25  
 \$31.51

Costs of Rule  
 Clerk 2.04  
 Shff 1.50  
 \$3.54